CAUSE NO. DC-18-16392

COX-EDEN, L.P.,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
EDEN GREEN US & CARIBBEAN PRODUCE HOLDINGS, INC. and EDEN GREEN HOLDINGS UK, LTD.,	§	DALLAS COUNTY, TEXAS
	§	
Defendants.	§	160th JUDICIAL DISTRICT

PLAINTIFF'S VERIFIED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND FOR EXPEDITED DISCOVERY

Plaintiff Cox-Eden, L.P. files this Verified Application for Temporary Restraining Order and for Expedited Discovery against Defendants Eden Green US & Caribbean Produce Holdings, Inc. ("Eden Produce") and Eden Green Holdings UK, Ltd. ("Eden UK" and, together with Eden Produce, "Eden Green") and respectfully states as follows:

SUMMARY

This suit arises from Eden Green's gross mismanagement of $20 million invested by Cox-Eden and multiple breaches of Investor Rights Agreements and an Amended and Restated Investment Agreement. Eden Green, a start-up company in the business of growing and distributing fresh produce using vertical farming and hydroponic technology, obtained a $20 million investment from Cox-Eden to provide the capital Eden Green needed to implement its vision. In exchange for this substantial investment, Cox-Eden negotiated certain investor rights, including the right to approve major company decisions (e.g., transactions with affiliates, shareholders, directors, officers, and managers and approval rights for operating and capital budgets) and the right of access to company

books, records, and other documents. These rights and several others are memorialized in two Investor Rights Agreements (one for each of Eden UK and Eden Produce) and an Amended and Restated Investment Agreement.

In October 2018, Cox-Eden learned that, *in less than a year*, Eden Green had burned through virtually all of Cox-Eden's $20 million investment through a combination of excessive compensation paid to its officers and gross project mismanagement. Cox-Eden also learned that Eden Green was seeking investments of capital from outside sources in violation of the governing agreements and had continually ignored its obligations to provide information to Cox-Eden and to seek its approval under the agreements.

An initial review of Eden Green's finances by Cox-Eden's forensic accountant has revealed that the company is on the precipice of failure and will be *completely insolvent before the end of 2018*, absent significant financial improvement. However, Eden Green continues to pay unreasonable (and unapproved) compensation to its officers, even in the face of impending insolvency. Additionally, since Cox-Eden filed this lawsuit, Eden Green has refused to respond to Cox-Eden's additional requests for books, records, and company communications. Eden Green's payment of excessive officer compensation and refusal to provide information to Cox-Eden are both violations of specifically negotiated protections in the Investor Rights Agreement, which the parties agreed could be enforced through injunctive relief. Cox-Eden files this Application for a Temporary Restraining Order to preserve its rights to Eden Green's information and to prevent Eden Green's continued mismanagement of company assets.

FACTUAL BACKGROUND[1]

A. Cox-Eden invests in Eden Green.

Eden Green is a start-up company in the business of growing and distributing fresh produce using vertical farming and hydroponic technology. As a start-up company, Eden Green needed capital to implement its vision, including significant funds to build a facility in which to begin growing produce using its technology. Eden Green became acquainted with representatives of Cox-Eden and ultimately solicited Cox-Eden to invest in the company. After performing due diligence, Cox-Eden's representatives decided to make a significant investment in Eden Green's revolutionary vertical farming technology through Cox-Eden as a special purpose investment entity.

On December 29, 2017, Cox-Eden entered into an Investment Agreement with Eden Green. The parties subsequently entered into an Amended and Restated Investment Agreement on February 28, 2018 (as amended, the "Investment Agreement"). Under the Investment Agreement, Cox-Eden agreed to invest $10,000,072.71 for a 10.0001% stake in Eden UK and $10,000,000.08 for a 15.25% stake in Eden Produce. Cox-Eden's $20 million combined investment was, by far, the largest investment in Eden Green, comprising more than 90% of invested capital. In exchange for this substantial investment, Cox-Eden negotiated certain investor rights in addition to its stock ownership

[1] This facts in this Applications are verified by Adam Rubinson and supported by the sworn testimony of Adam Rubinson and Andrew Baker.

in Eden Green. These rights are memorialized in Investor Rights Agreements with each of Eden UK and Eden Produce, both dated March 19, 2018 (collectively, the "IRA").[2]

The purpose of the IRA was to protect Cox-Eden's substantial investment in Eden Green and to ensure that Cox-Eden had input and oversight in Eden Green despite owning only 10.0001% of the shares in Eden UK and 15.25% of the shares in Eden Produce. The IRA provides several rights to Cox-Eden, at least three of which are particularly significant to this Application.

First, the IRA provided Cox-Eden with broad access to Eden Green's corporate, financial, and other records:

> The Company [Eden Green] shall permit any representatives designated by the Investor [Cox-Eden], upon reasonable notice, during normal business hours and in a manner that does not unreasonably interfere with the ordinary conduct of the Company's business, to (a) visit and inspect any of the properties of the Company and its Subsidiaries, (b) examine the corporate, financial and other records of the Company and its Subsidiaries and make copies thereof or extracts therefrom and (c) consult with the directors, manager, officers, compliance personnel, key employees and independent accountants of the Company and its Subsidiaries concerning the affairs, compliance or regulatory status, finances and accounts of the Company and its subsidiaries.

(Ex. A-2, IRA § 2.1.)

Second, the IRA provides that Eden Green may not, without Cox-Eden's consent:

> Enter into any transaction, contract or arrangement with any affiliate, shareholder, director, officers, manager, or affiliate of any of the foregoing, including, without limitation, setting salary or other compensation for any officers, director or manager who is also a shareholder or other equity owner in the Company or any of its affiliates beyond what the applicable governing party reasonably deems to be reasonable and customary.

[2] True and correct copies of the Investor Rights Agreements, both dated March 19, 2018, are attached to the Affidavit of Adam Rubinson as Exhibits A-2 and A-3.

(*Id.* § 6.2(a).)[3]

Third, the IRA provides that Eden Green may not, without Cox-Eden's consent, "[a]pprove [an] annual budget that is materially different from the prior period's annual budget." (*Id.* § 6.2(d).)[4]

B. Eden Green breaches the IRA and refuses to provide Cox-Eden with complete information.

In October 2018, Cox-Eden learned for the first time that Eden Green had burned through virtually all of Cox-Eden's $20 million investment and was in need of additional capital. Cox-Eden invoked its right of access to Eden Green's books and records and was provided some of the requested records from Eden Green's interim CFO. Upon further reviewing these books and records and interviewing relevant individuals, Cox-Eden learned that Eden Green's officers had mismanaged the $20 million in capital invested by Cox-Eden, including by substantially exceeding the construction budget for Eden Green's Cleburne facility and by paying multiple officers of Eden Green salaries in excess of $200,000 per year—well above reasonable and customary compensation for a similarly situated startup company— without approval from Cox-Eden.

Given Eden Green's mismanagement of the company and breaches of the IRA, Cox-Eden sought to conduct a comprehensive review of Eden Green's books, records, and other company information, as permitted under the IRA. Cox-Eden engaged Riveron Consulting, an independent financial firm, to review and audit Eden Green's records.

[3] This provision is cited from the Eden UK IRA. The same provision is numbered as § 6.1(a) in the Eden Produce IRA.
[4] This provision is cited from the Eden UK IRA. The same provision is numbered as § 6.1(d) in the Eden Produce IRA.

Riveron requested several specific documents and records from Eden Green in October 2018 and received some of the requested records shortly thereafter. (Ex. B, Baker Aff. ¶ 3).

On November 1, 2018, however, Riveron sent a follow-up email to Eden Green's interim CFO seeking additional financial records and other documents. (Ex. B-2.) Eden Green's CFO refused to provide the requested documents, stating, "It is my understanding that your clients have filed a lawsuit regarding their investment. I think all future requests and responses should be routed through litigation counsel." (*Id.*) On November 2, Cox-Eden's counsel forwarded this response to Eden Green's corporate attorney and asked him to "confirm as soon as possible today that the requested information will be provided" as required "per the Investor Rights Agreement." (*Id.*) As of the filing of this Application, neither Eden Green nor its counsel has provided the requested information or responded to Cox-Eden's requests.

Eden Green's mismanagement of the company—and the inability for Cox-Eden to monitor its investment and the company's financial well-being now that Eden Green refuses to provide required information—is a breach of the IRA and threatens the continued viability of the company. Eden Green is now teetering on the verge of insolvency, and its actions threaten substantial irreparable harm to Cox-Eden as a matter of law.

ARGUMENT

Cox-Eden seeks a temporary restraining order to protect its rights under the IRA, including (a) its right of access to Eden Green's corporate, financial, and other records;

and (b) its right to approve the salary or compensation, beyond what is reasonable and customary, for any officer, director, or manager who is also a shareholder or affiliate of a shareholder. To obtain a temporary restraining order, "the applicant must plead and prove three specific elements: (1) a cause of action against the defendant; (2) a probable right to the relief sought; and (3) a probable, imminent, and irreparable injury in the interim." *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002).[5] As set forth below, Cox-Eden meets each of these elements.

A. Cox-Eden has pleaded a valid claim for breach of the IRA and has a probable right to the relief it seeks.

A probable right of recovery is shown by alleging a cause of action and presenting evidence that tends to sustain it. *Miller Paper Co. v. Roberts Paper Co.*, 901 S.W.2d 593, 597 (Tex. App.—Amarillo 1995, no writ). As the facts pleaded and verified here and in Cox-Eden's Petition demonstrate, Eden Green has breached several provisions of the IRA, including the following:

- Article 6.2(a) of the IRA prohibits Eden Green from setting the salary or compensation of any officer beyond what is reasonable and customary. In breach of this provision, Eden Green's officers paid themselves substantial salaries, well beyond what is reasonable and customary. As of October 12, 2018, Eden Green is still paying multiple members of the board salaries of $250,000 per year. (Ex. B, Baker Aff. ¶ 7).

- Article 6.2(c) requires Eden Green to obtain the approval of Cox-Eden for any capital budget for a project, and Article 6.2(d) requires Eden Green to obtain the approval of Cox-Eden for each annual budget that is materially different from the prior period's annual budget. Prior to receiving the $20 million investment from Cox-Eden, Eden Green's annual budget with respect to employee compensation only included insurance coverage of its employees. Eden Green's officers' (who also constituted seven of Eden UK's

[5] Delaware law applies to Cox-Eden's substantive claims pursuant to the IRA and Investment Agreement. Texas law, however, applies to the procedural requirements for injunctive relief.

Board of Directors) decision to add approximately $2 million in salary and compensation for themselves to the budget constitutes a material change that required Cox-Eden's approval. Cox-Eden has never been asked to approve any annual budget for Eden Green. In addition, Eden Green's expenditure of approximately $8,500,000 *more* than was budgeted for the Cleburne facility was without Cox-Eden's approval and also violated Article 6.2(c).

- Article 2.1 provides Cox-Eden with a broad right of access to Eden Green's corporate, financial, and other records. As of November 1, 2018, Eden Green has refused to provide any company records in response to Cox-Eden's request, or even to acknowledge that request, in direct breach of this provision of the IRA.

In short, Eden Green has committed multiple breaches of the IRA, many of which are ongoing. In similar circumstances, courts in Texas have consistently found a probable right to relief sufficient to support temporary injunctive relief. *See, e.g.*, *Travelers Cas. & Sur. Co. of Am. v. Padron*, No. 5:15–CV–200–DAE, 2015 WL 1981563, at *5 (W.D. Tex. May 1, 2015) (finding substantial likelihood of success to justify preliminary injunction based on evidence that defendants refused "to provide Plaintiff access to books and records upon Plaintiff's demand"); *French v. Fisher*, 1:17–CV–248-LY, 2017 WL 8727483, at *2 (W.D. Tex. Nov. 7, 2017) (finding substantial likelihood of success and granting preliminary injunction where "the evidence offered by [plaintiff] raises serious questions as to whether [defendants] took steps to raise their own compensation to the detriment of [plaintiff] and in breach of the Company Agreement").

B. Cox-Eden will suffer imminent and irreparable harm if Eden Green is not enjoined.

If Eden Green is permitted to continue breaching the IRA by refusing access to corporate records and paying unreasonable and unapproved salaries, Cox-Eden will be irreparably deprived of its bargained-for rights under the IRA. Notably, the IRA specifically recognizes that irreparable harm will result from a breach:

> Each Party Acknowledges and agrees that each other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that each other Party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement.

(Ex. A-2, § 8.11.) In Delaware, "courts have long held that contractual stipulations as to irreparable harm alone suffice to establish that element for the purpose of issuing . . . injunctive relief." *Martin Marietta Materials, Inc. v. Vulcan Materials Co.*, 68 A.3d 1208, 1226 (Del. 2012) (citations and internal quotation marks omitted); *accord Wright v. Sport Supply Group, Inc.*, 137 S.W.3d 289, 293–94 (Tex. App.—Beaumont 2004, no pet.) (finding, under Texas law, no adequate remedy at law based, in part, on contract provision acknowledging lack of adequate remedy at law and right to injunctive relief).

Moreover, Eden Green's actions prevent Cox-Eden from exercising oversight to ensure that its $20 million investment is not mismanaged and, ultimately, depleted. This harm is particularly grave given that Eden Green is now teetering on the verge of insolvency due to the gross mismanagement of the company's funds and will likely be completely insolvent before the end of 2018. (Ex. B, Baker Aff. ¶ 6).

Courts in Texas have found irreparable harm and granted injunctive relief to protect similar rights of access to books and records and corporate governance. *See, e.g.*, *Travelers Cas. & Sur. Co. of Am.*, 2015 WL 1981563, at *5 (accepting plaintiff's argument that "it will continue to suffer irreparable harm without access to Defendant's books and records because the rights will be rendered meaningless if they must await final judgment," particularly in light of questions about defendants' solvency); *French*, 2017 WL 8727483, at *3 (finding irreparable harm sufficient to justify enjoining officer

compensation based on evidence of a pattern of behavior that might cause the company to go bankrupt); *see also Childers v. Pilares Oil & Gas, Inc.*, No. 11–00255–CV, 2002 WL 32344511, at *2–3 (Tex. App.—Eastland Apr. 4, 2002, no pet.) (affirming trial court's finding of irreparable harm and entry of temporary injunction requiring the turnover of books and records); *McMurrey Refining Co. v. State*, 149 S.W.2d 276, 279 (Tex. Civ. App.—Austin, 1941, writ ref'd) (finding that an injunction granting access to books and records was rightfully within the scope of a temporary injunction because the status quo in cases where the complainant is being refused access to books and records to which he has a legal right is a not a condition of rest, but of action, and the condition of rest is what will inflict the irreparable injury upon complainant).

C. The Court should order expedited discovery in advance of a temporary injunction hearing.

As set forth above, a temporary restraining order is necessary to protect Cox-Eden from the imminent and irreparable harm that will occur absent immediate injunctive relief. In addition, in advance of a temporary injunction hearing, Cox-Eden seeks expedited discovery. "Parties frequently seek, and trial courts order, expedited discovery in the course of proceedings pertaining to temporary restraining orders." *In re Nat'l Lloyds Ins. Co.*, No. 13–15–00390–CV, 2015 WL 6759153, at *4 (Tex. App.—Corpus Christi Nov. 3, 2015, orig. pet.) (collecting cases).

Cox-Eden requests that the Court order the following expedited discovery:

- Responses to requests for production and production of responsive documents within five days of the service of written requests for production on Eden Green;
- A deposition of the corporate representative of each Eden Green defendant; and

- Depositions of up to three of the officers, directors, accountants, or attorneys for Eden Green or its affiliates.

There is good cause for this expedited discovery, as it will facilitate the resolution of any disputed issues at the evidentiary hearing on Cox-Eden's request for a temporary injunction.

PRAYER

Cox-Eden respectfully requests that this Court enter a temporary restraining order enjoining Eden Green from the following:

1. Refusing, preventing, or interfering with Cox-Eden's access to the corporate, financial, and other records of Eden Green and their subsidiaries;

2. Entering into any transaction, contract, or arrangement with any affiliate, shareholder, director, officer, or manager of Eden Green, including setting or continuing to pay salary or other compensation for any officer, director, or manager who is also a shareholder or other equity owner in Eden Green;

Cox-Eden is willing and able to post the necessary bond required by Texas Rule of Civil Procedure 684. Cox-Eden believes that a bond of $1,000 is sufficient because it is undisputed that Cox-Eden has the legal rights it seeks to enforce through this Application, and there is no risk of damage to Eden Green in the event that a temporary restraining order is wrongfully issued. Cox-Eden also requests that the Court order the requested expedited discovery and, after notice and hearing, enter a temporary injunction on the same grounds and for the same relief as sought in the temporary restraining order.

Respectfully submitted,

REESE MARKETOS LLP

By: */s/ Pete Marketos*

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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF COMPLIANCE WITH L.R. 2.02

I hereby certify that, pursuant to Dallas County Local Rule 2.02, I provided Jay Greathouse, corporate counsel for Eden Green, with a copy of the application for temporary restraining order and the proposed order at least two hours before presenting the application to the Court.

/s/ Tyler J. Bexley
Tyler J. Bexley

VERIFICATION

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned Notary Public, on this day personally appeared Adam Rubinson, Vice President of the general partner of Cox-Eden, LP who, after being duly sworn, stated under oath that the factual statements contained in the foregoing Verified Application for Temporary Restraining Order are within his personal knowledge, including knowledge obtained as Cox-Eden's representative and from a review of documents and communications, and are true and correct.

Adam Rubinson

Subscribed and sworn to me on this 16th day of November, 2018.

Heather Hamilton
Notary Public of the State of Texas

HEATHER HAMILTON
Notary Public
STATE OF TEXAS
ID#4597323
My Comm. Exp. May 9, 2021

My commission expires: _____

EXHIBIT A

CAUSE NO. DC-18-16392

COX-EDEN, L.P., Plaintiff, v. EDEN GREEN US & CARIBBEAN PRODUCE HOLDINGS, INC. and EDEN GREEN HOLDINGS UK, LTD., Defendants.	§ § § § § § § § § §	IN THE DISTRICT COURT OF DALLAS COUNTY, TEXAS 160th JUDICIAL DISTRICT

AFFIDAVIT OF ADAM RUBINSON

BEFORE ME, the undersigned authority, on this day personally appeared Adam Rubinson, who being duly sworn, stated as follows:

1. My name is Adam Rubinson. I am over 21 years old, and I am competent to make this Affidavit in all respects. The facts stated in this Affidavit are true and correct.

2. I am the Vice President of the general partner of Cox-Eden, L.P., which owns a 10.0001% ownership stake in Eden Green Holdings UK, Ltd. ("Eden UK") and a 15.25% ownership stake in Eden Green US & Caribbean Produce Holdings, Inc. ("Eden Produce") (collectively, "Eden Green"). I have personal knowledge of the facts stated in this Affidavit as a result of my role in Cox-Eden's operations, Cox-Eden's investment in Eden UK and Eden Produce, and my review of email communications, investment agreements, and other documents (of which I am a custodian).

3. On December 29, 2017, Cox-Eden entered into an Investment Agreement with Eden Green. The parties subsequently entered into an Amended and Restated Investment Agreement on February 28, 2018 (as amended, the "Investment Agreement").

Under the Investment Agreement, Cox-Eden agreed to invest $10,000,072.71 in Eden UK and $10,000,000.08 in Eden Produce. A true and correct copy of the Amended and Restated Investment Agreement is attached as Exhibit A-1.

4. As part of Cox-Eden's $20 million investment in Eden Green, Cox-Eden negotiated for certain investor rights in addition to its stock ownership in Eden Green. These rights are memoralized in Investor Rights Agremenets with each of Eden UK and Eden Produce, both dated March 19, 2018 (collectively, the "IRA"). True and correct copies of the IRAs are attached as Exhibits A-2 (Eden UK) and A-3 (Eden Produce).

5. Included among these rights is the right to information. Specifically, Article 2.1 of the IRA gives Cox-Eden's representatives, among other rights, the right to examine the corporate, financial and other records of Eden Green and make copies of these records as well as consult with Eden Green's directors, managers, officers, compliance personnel, key employees and independent accounts regarding the affairs, finances and accounts of Eden Green.

6. In October 2018, Cox-Eden learned for the first time that Eden Green had burned through virtually all of Cox-Eden's $20 million investment and was in need of additional capital. Cox-Eden invoked its right of access to Eden Green's books and records and was provided some of the requested records from Eden Green's contract CFO. Upon further review of these books and records, Cox-Eden learned that Eden Green's officers had mismanaged the $20 million in capital invested by Cox-Eden, including by substantially exceeding the construction budget for Eden Green's Cleburne facility and by paying multiple officers of Eden Green salaries in the amount of $250,000

to $300,000 per year, well in excess of reasonable and customary compensation for a similarly situated startup company, without approval from Cox-Eden.

7. Cox-Eden retained Riveron Consulting, an independent financial firm, to review and audit Eden Green's records. However, it is my understanding that on November 1, 2018, Eden Green's CFO refused to provide Riveron with requested books and records necessary to conduct its financial review. To date, Cox-Eden has still not received access to the requested books and records.

8. Cox-Eden's inability to access information from Eden Green to which it is contractually entitled threatens imminent harm to Cox-Eden's investment. Without such information, Cox-Eden will be unable to monitor and exercise oversight over its investment of more than $20 million, which is particularly harmful to Cox-Eden in light of Eden Green's recent mismanagement of funds. Cox-Eden will also be harmed by the continued payment of inflated salaries to Eden Green's officers in violation of Cox-Eden's contractual rights to approve annual budgets and officer salaries.

Adam Rubinson

STATE OF TEXAS §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO BEFORE ME on this the 6th day of Novebmer, 2018, to certify which witness my hand and seal of office.

HEATHER HAMILTON
Notary Public
STATE OF TEXAS
ID#4597323
My Comm. Exp. May 9, 2021

Heather Hamilton
Notary Public for the State of Texas

My commission expires: _____

EXHIBIT A-1

AMENDED AND RESTATED INVESTMENT AGREEMENT

This Amended and Restated Investment Agreement (as may be amended, this "Agreement") is made and entered into effective as of the 28th day of February, 2018 (the "Effective Date"), by and among **JM Cox Legacy, LP**, a Texas limited partnership ("JM Cox"), for itself and on behalf of Cox-Eden, L.P., a Delaware limited partnership (the "Cox UK Investor" and together with JM Cox, each a "Cox Entity"), **Serenus Partners, LLC**, a Texas limited liability company ("Serenus"), **Eden Green Holdings UK, Ltd.**, a private limited company ("Eden UK"), and **Eden Green US & Caribbean Produce Holdings, Inc.**, a Delaware corporation ("Eden Produce"). As investors in either Eden UK or Eden Produce, as applicable, the Cox UK Investor and Serenus may be referred to herein individually as an "Investor" and together as the "Investors."

WHEREAS, the Parties entered into that certain Investment Agreement dated December 29, 2017 (the "Original Investment Agreement"), which memorialized the investment Cox Entities would make in each of Eden UK and Eden Produce, along with certain agreements in connection with such investments.

WHEREAS, the Parties entered into that certain First Amendment to Investment Agreement dated February 15, 2018, whereby the Parties agreed to extend the dates found in Section 4.a to February 28, 2018.

WHEREAS, after further negotiation, the Parties believe it is in their best interest to amend and restate the Original Investment Agreement, as amended, with this Agreement to separate the governance rights of JM Cox at the Eden UK level and the Eden Produce level, to revise how the Cox UK Investor shares are treated for issuance purposes and to extend additional time for purposes of Section 4.a.

NOW, THEREFORE, in consideration for the mutual covenants set forth herein and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Investment in Eden UK. Subject to Section 4.f, a Cox Entity (the "Cox UK Investor") will contribute an aggregate Ten Million Seventy Two and 71/100 Dollars (US$ $10,000,072.71) to Eden UK in consideration for One Hundred Fourteen Thousand One Hundred Seventeen (114,117) Class A shares of Ordinary Shares of Eden UK on the following terms:

    a. Two Million Five Hundred Thousand Dollars (US$2,500,000) ("Initial UK Funding") will be contributed to Eden UK concurrently with both (x) the execution of this Agreement by all parties hereto, and (y) the execution by Eden UK and Cox UK Investor of a subscription agreement in form and substance reasonably satisfactory to Eden UK and JM Cox. The entire 114,117 Class A shares will be issued to Cox UK Investor concurrently with the Initial UK Funding; such shares shall be fully paid, and the Second UK Funding and Final UK Funding shall be considered additional premium attributable to the satisfaction of the applicable conditions for such funding.

    b. Two Million Five Hundred Thousand Dollars (US$2,500,000) ("Second UK Funding") will be contributed to Eden UK upon the later of (x) satisfaction by Eden UK in the reasonable discretion of JM Cox to the conditions set forth in Sections 1.b.i-1.b.iv and 2.b.i-2.b.ii, and (y) the execution of definitive documents necessary to effectuate the transactions set forth in this Agreement as described in Section 9 (such conditions being collectively referred to as "Milestone 1").

i. That certain Closing Letter Agreement dated August 7, 2017, between Eden UK, Eden Green International Pty Ltd, a limited private company organized and existing under the laws of the Republic of South Africa ("Eden GreenIn"), Eden Green Innovation Pty Ltd., a limited private company organized and existing under the laws of the Republic of South Africa ("Eden Green SA"),and Eden Green Manufacturing Pty Ltd., a limited private company organized and existing under the laws of the Republic of South Africa ("Eden Green Man", and together with Eden GreenIn and Eden Green SA, the "Companies"'), Jacques Mauritz Van Buuren ("JMVB"), Eugene Van Buuren ("EVB"), and Jan Gerhardus Ehlers ("JGE", and together with JMVB and EVB, the "Founders"), as amended by that certain Amendment and Restatement Letter dated December 11, 2017 (collectively, the "Closing Letter Agreement"), which by its terms terminates on January 4, 2018, is extended through at least February 28, 2018 and automatically longer as long as the process for transfer of intellectual property from Eden GreenIn to an affiliate of Eden Green UK is pending, or replaced with a document similar in nature based on Eden UK counsel's advice for obtaining South African Reserve Bank approval (together with the ultimate patent approvals or exchange control approvals, the "RSA IP Transfer Process"), and Eden UK shall cause the RSA IP Transfer Process to commence on or before January 31, 2018;

ii. Satisfaction of Eden UK and JM Cox in their respective sole discretion that Eden UK has actual full and binding sole rights to the assets needed for its proposed activities, other than the RSA IP Transfer Process.

iii. The execution by Eden UK and the Founders of warrants for shares of Eden UK for the benefit of the Founders reasonably satisfactory to Eden UK and JM Cox.

iv. Satisfactory response to all applicable due diligence matters; as of the Effective Date, the matters set forth on Exhibit A are due diligence matters that are outstanding.

c. Five Million Seventy Two and 71/100 Dollars (US$5,000,072.71) ("Final UK Funding") will be contributed to Eden UK upon either (x) the successful transfer of South African intellectual property based upon the advice of Eden UK's United Kingdom counsel (so long as such advice does not require a subsequent material restructure of Eden UK or the ownership and governance of Eden UK other than as set forth in the current constituent documents of Eden UK, as proposed to be modified as set forth in this Agreement), or (y) if Eden UK reasonably determines that such transfer will not occur, then termination of the RSA IP Transfer Process and implementation of an alternative which is satisfactory to JM Cox in its reasonable discretion (such conditions being referred to as "Milestone 2").

2. Investment in Eden Produce. Subject to Section 4.f below, Cox UK Investor (in such capacity, the "Cox Produce Investor") will contribute an aggregate Ten Million and 08/100 Dollars (US$10,000,000.08) to Eden Produce in consideration for eighteen (18) shares of common stock of Eden Produce on the following terms:

a. Two Million Five Hundred Dollars (US$2,500,000) ("Initial Produce Funding") will be contributed to Eden Produce concurrently with the Initial UK Funding upon (x) the execution of this Agreement by all parties hereto, and (y) the execution by Eden Produce and Cox Produce Investor of a subscription agreement in form and substance reasonably satisfactory to

Eden Produce and JM Cox. The full 18 shares will be issued to Cox Produce Investor concurrently with the Initial Produce Funding.

b. Seven Million Five Hundred Thousand and 08/100 Dollars(US$7,500,000.08) ("Second Final Produce Funding") will be contributed to Eden Produce concurrently with the Second UK Funding upon:

i. Satisfaction of Eden Produce and JM Cox in their respective sole discretion that Eden Produce holds the rights it requires for its proposed activities, other than the RSA IP Transfer Process.

ii. Satisfactory response to all applicable due diligence matters separately stated or reasonably requested by JM Cox.

c. The Cox Produce Investor shall have a pre-emptive right (but not obligation) to participate in future funding rounds of Eden Produce on the same terms as third parties.

3. Issuance to Serenus Partners. Serenus will be issued Twenty Two Thousand Two Hundred Eight One (22,823) Class A shares of common stock of Eden UK on a pro rata basis in accordance with the funding by Cox UK Investor pursuant to Section 1 above (i.e., 5,705 shares concurrently with the Initial UK Funding, 5,705 shares concurrently with the Second UK Funding, and 11,413 shares concurrently with the Final UK Funding). Eden UK and Serenus shall execute a subscription agreement in form and substance reasonably satisfactory to Eden UK and Serenus. If Serenus is obligated to surrender shares in Eden UK pursuant to Section 4 below, then no additional shares of Eden UK shall be issued to Serenus.

4. Redemption of Cox Interests.

a. If the Closing Letter Agreement terminates or lapses, the RSA IP Transfer Process has not commenced by January 31, 2018, or the other requirements for completion of Milestone 1 do not occur by April 15, 2018, then, unless an extension of time is consented to by Cox UK Investor (which consent shall not unreasonably be withheld or be delayed so long as Eden UK is proceeding in good faith to cause such documents to be executed within a short period of time following April 15, 2018), then at the election of Cox UK Investor the shares of Cox UK Investor in Eden UK and the shares of Cox Produce Investor in Eden Produce (collectively, the "Repurchased Shares") shall be repurchased by Eden UK and Eden Produce as set forth below for a purchase price equal to the aggregate funding by Cox UK Investor and Cox Produce Investor through the repurchase date (anticipated to be US$5,000,000) plus the reasonable legal fees incurred by the Cox Entities in connection with such repurchase.

b. If Milestone 2 does not occur by April 15, 2018, then, unless an extension of time is consented to by Cox UK Investor (which consent shall not unreasonably be withheld or be delayed so long as, in the reasonable determination of Cox UK Investor, Eden UK and the Founders are diligently proceeding in good faith to cause Milestone 2 to occur, provided, that Cox UK Investor shall have no obligation to consent to extension past June 1, 2018), then the Repurchased Shares shall be repurchased by Eden UK and Eden Produce as set forth below for a purchase price equal to the aggregate funding by Cox UK Investor and Cox Produce Investor through the repurchase date (anticipated to be US$15,000,000) plus the reasonable legal fees incurred by Cox Entities in connection with such repurchase.

c. If there is a material breach of this Agreement by Eden UK, Eden Produce, or their affiliates (provided that failure to timely meet Milestone 1 or Milestone 2 shall not be deemed a breach), then JM Cox shall have the right to require that the Repurchased Shares be repurchased by Eden UK and Eden Produce as set forth below for a purchase price equal to the aggregate funding by Cox UK Investor and Cox Produce Investor through the repurchase date plus the reasonable legal fees incurred by Cox Entities in connection with such repurchase.

d. The repurchase of the Repurchased Shares shall occur within sixty (60) days after the applicable date set forth above that triggers such repurchase (as may be extended as set forth above). The purchase shall be made by Eden UK and Eden Produce, or their respective designees, for the purchase price set forth above in accordance with customary stock repurchase documents reasonably acceptable to Eden UK, Eden Produce and JM Cox. Upon the closing of any conveyance pursuant to this Section 4, this Agreement will terminate, except Sections 12-20, which shall survive such termination.

e. If the Repurchased Shares are repurchased as set forth in this Section 4, then Serenus will surrender its then-existing shares in Eden UK at the time of such closing.

f. The failure of Milestone 1 or Milestone 2 to timely occur (subject to any extensions of time approved by JM Cox) shall terminate any obligation of any Cox Entity to provide any additional funding to any Eden Entity (as herein defined).

5. Governance.

a. Subject to subsection (c) below, Cox UK Investor shall have the right to designate two (2) members of the board of directors of Eden UK, one (1) member of the board of directors of Eden Produce, and one (1) member of the board of directors or managers of any other direct or indirect subsidiary of Eden UK or Eden Produce (each, an "Eden Entity") that has a board of directors or similar governance structure. Concurrently with the Initial UK Funding, the initial two designees of Cox UK Investor will be elected to the board of directors of Eden UK, and concurrently with the Initial Produce Funding, the initial designee of Cox Produce Investor will be elected to the board of directors of Eden Produce. The constituent documents of each of Eden UK and Eden Produce will be modified, and/or the respective directors will vote to increase the size of the board of directors, as necessary to accomplish the foregoing.

b. No Eden Entity will undertake any of the foregoing activities without the approval of the applicable Cox Entity or its designee (i.e., either as shareholder or director, depending upon the definitive documents establishing such rights), which approval may take the form of a veto right, a supermajority voting threshold that requires the approval of the applicable Cox Entity, or otherwise:

i. authorize additional shares or equity, issue new shares or other securities, or warrants convertible into or options to purchase shares or other equity by Eden UK, if such action would dilute the ownership by the Cox UK Investor below ten percent (10%) on a fully diluted basis;

ii. enter into any transaction, contract or arrangement between an Eden Entity and any shareholder, director, officer, manager, or affiliate of any of the foregoing, including

without limitation setting salary or other compensation for any officer, director or manager who is also a shareholder or other equity owner in any Eden Entity beyond what the applicable governing party reasonably deems to be reasonable and customary;

iii. hiring or terminating any executive-level officer at the C-Suite level, Founder, or founding partners (who shall include Grady Thomas III, Jaco Booyens, Gentry Beach and Eric Schick), and the terms of such hiring or termination, provided, that the terms for hiring Founders or founding partners that are reasonable market terms and that are disclosed to JM Cox prior to the hiring of such person shall not require Cox consent, and provided, further, that any termination of a person described above for "cause" (as reasonably defined in definitive documents) shall not require Cox consent;

iv. adopting any each capital budget for a project; approving each annual budget that is materially different from the prior period's annual budget; and approving any material expansion or contraction of business activities of any Eden Entity;

v. undertaking a voluntary bankruptcy filing or otherwise seeking the benefit of creditor protection statutes;

vi. entering into any partnership or other joint venture with any third party;

vii. selling, licensing or otherwise conveying any rights in intellectual property or other material assets of an Eden Entity to any party other than another Eden Entity;

viii. initiating a public offering of shares or other equity of an Eden Entity; or

ix. redeeming any equity interests in an Eden Entity other than as set forth in Section 4 above.

c. Notwithstanding any other provision of this Agreement, if and when Eden Produce and/or any other subsidiaries of Eden UK have raised additional equity capital from third parties (i.e., from persons other than Cox Entities) in excess of the aggregate funding to Eden Entities from Cox Entities (a "Qualifying Additional Equity Round"), then the special voting rights of the Cox Entities regarding Eden Produce shall terminate with respect to the matters set forth in subsection (b)(ii)-(ix) above.

d. Notwithstanding any other provision of this Agreement, upon the later of (i) the occurrence of a Qualifying Additional Equity Round or (ii) 12:01 a.m. Central Time, on January 1, 2019, (x) the Cox UK Investor shall thereafter only have the right to designate one (1) member of the board of directors of Eden UK, and (y) the special voting rights of the Cox Entities regarding Eden UK shall terminate with respect to the matters set forth in subsection (b)(ii)-(ix) above.

6. Tag-Along. If a majority of the shares or other equity interests in any Eden Entity in which a Cox Entity directly holds shares or other equity interests are offered for sale, or are otherwise to be conveyed, to a third party (excluding estate planning and similar "internal" transfers), then Cox Entities will have the right, but not the obligation, to participate in such transfer on substantially the same terms as the other transferors.

7. Call Option. The Investors hereby grant to the applicable Eden Entity, the right and option to purchase from the Investors and upon the exercise of such right and option, the Investors shall have the obligation to sell to the applicable Eden Entity a portion of the common stock of the applicable Eden Entity then held by the applicable Investor equal to a percentage, the numerator of which is the balance of committed but unpaid funding under this Agreement and the denominator of which is the total funding commitment under this Agreement.

8. Other Rights. Notwithstanding any restrictions in any constituent documents of an Eden Entity, the applicable Cox Entity will have the right to review the books and records of such Eden Entity as reasonably requested by such Cox Entity.

9. Documents. The appropriate Eden Entities (and other applicable parties including the Founders and their affiliates) and the applicable Cox Entities shall enter into one or more of the following documents to more fully effectuate Sections 1-8 of this Agreement:

    a. subscription agreements and board consents for the issuance of shares;

    b. shareholder agreements and/or modification of the existing articles of association, certificate of formation, bylaws, or similar constituent documents;

    c. director and shareholder consents and necessary for Eden Entities to authorize the necessary transactions and documents; and

    d. any other documents deemed reasonably necessary by JM Cox, and each reasonably acceptable to JM Cox and Eden UK.

10. Representations of Eden.

a. Eden UK hereby represents and warrants to JM Cox that as of the Effective Date of this Agreement:

i. Eden UK is a private limited company duly formed and validly existing under the laws of England & Wales;

ii. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action of Eden UK and no other proceeding on the part of Seller is necessary to authorize the execution and delivery of this Agreement. This Agreement constitutes a valid and binding obligation of Eden UK, enforceable in accordance with its terms and conditions;

iii. The execution and delivery by Eden UK of this Agreement does not, and the performance by Eden UK of its obligations under this Agreement does not and will not, (x) contravene, conflict with or result in a violation of or default under any legal requirement applicable to Eden UK or any of its assets and properties or require any consent or approval of or any notice or filing with any person, governmental authority or regulatory body or other third party or (y) contravene, conflict with or result in a breach or violation of, or default under, or give rise to any right of acceleration or termination of, any of the terms, conditions or provisions of any note, bond, lease, license, agreement or other instrument or obligation to which Eden UK is a party or by which its assets or properties are bound, which could reasonably be expected to affect Eden UK's performance of its obligations under this Agreement or the consummation of the transactions contemplated hereby;

iv. Except for the intellectual property subject to the RSA IP Transfer Process, the rights to which have been duly licensed to Eden UK, Eden UK has good title to, holds of record and owns beneficially, all assets and rights needed for the existing and currently proposed business activities of Eden UK and its existing subsidiaries; and

v. Other than the Closing Letter Agreement, certain warrants to be issued to the Founders for 430,000 Class B shares of Ordinary Shares of Eden UK and 4,221 Class A shares of Ordinary Shares to be issued to existing shareholders which is pending, (x) Eden UK is not a party to any agreement (including, without limitation, any voting trust, proxy or other agreement with respect to the voting of any shares in Eden UK), written or oral, regarding the issuance of shares in Eden UK and (y) there are no outstanding subscriptions, options, warrants, commitments, preemptive rights, agreements, arrangements or commitments of any kind relating to the issuance of any shares or other equity interests in Eden UK.

b. Eden Produce hereby represents and warrants to JM Cox that as of the Effective Date of this Agreement:

i. Eden Produce is a corporation duly formed and validly existing under the laws of the State of Delaware;

ii. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action of Eden Produce and no other proceeding on the part of Seller is necessary to authorize the execution and delivery of this Agreement. This Agreement constitutes a valid and binding obligation of Eden Produce, enforceable in accordance with its terms and conditions;

iii. The execution and delivery by Eden Produce of this Agreement does not, and the performance by Eden Produce of its obligations under this Agreement does not and will not, (x) contravene, conflict with or result in a violation of or default under any legal requirement applicable to Eden Produce or any of its assets and properties or require any consent or approval of or any notice or filing with any person, governmental authority or regulatory body or other third party or (y) contravene, conflict with or result in a breach or violation of, or default under, or give rise to any right of acceleration or termination of, any of the terms, conditions or provisions of any note, bond, lease, license, agreement or other instrument or obligation to which Eden Produce is a party or by which its assets or properties are bound, which could reasonably be expected to affect Eden Produce's performance of its obligations under this Agreement or the consummation of the transactions contemplated hereby;

iv. Eden Produce has good title to, holds of record and owns beneficially or licenses, all assets and rights needed for the existing and currently proposed business activities of Eden Produce and its existing subsidiaries; and

v. Eden Produce is not a party to any agreement (including, without limitation, any voting trust, proxy or other agreement with respect to the voting of any shares in Eden Produce), written or oral, regarding the issuance of shares in Eden Produce and there are no outstanding subscriptions, options, warrants, commitments, preemptive rights, agreements, arrangements or commitments of any kind relating to the issuance of any shares or other equity interests in Eden Produce.

11. Further Assurances. Each party hereto will at any time, and from time to time after the Effective Date, upon reasonable request of the other party, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required or are customary to carry out the intent of this Agreement.

12. Confidentiality. The parties agree that neither party shall disclose any matters set forth in this agreement or disseminate or distribute any information concerning the terms, details or conditions hereof or any of the transactions covered hereby (the "Confidential Information") to any person, without obtaining the express written consent of the other party (which consent each party may withhold in its sole and absolute discretion). Notwithstanding the foregoing, a party may disclose Confidential Information (a) as specifically required by law or court order, (b) to each party's legal or financial advisors, accountants and auditors (provided that all such third parties shall be subject to confidentiality terms with respect to the Confidential Information that are substantially similar to those in this Section 11), (c) as may be necessary to pursue litigation between the parties with respect to the subject matter of this agreement, and (d) to current or prospective investors of a party.

13. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of Texas without regard to its conflicts of law principles. Any action or proceeding against the

parties relating in any way to this agreement may be brought and enforced in the state or federal courts in Dallas, Texas, and the parties submit to the jurisdiction of such courts in respect of any such action or proceeding brought in such courts. The parties waive, to the fullest extent permitted by law, any objection that they may now may now or hereafter have to the laying of venue of any such action or proceeding in such courts and any claim that any such action or proceeding brought in any such court has been brought in any inconvenient forum.

14. Amendment. This Agreement embodies the entire agreement between the parties hereto concerning the subject matters mentioned herein and supersedes all previous discussions, correspondence, understandings and agreements, whether written or oral, with respect to such matters. In the event of any conflict between the provisions of Section 1 of this Agreement and any contemporaneous or subsequent subscription agreement or other documents between the parties, Section 1 of the Agreement shall prevail unless such other agreement or document explicitly by reference modifies the provisions of Section 1 of this Agreement. This Agreement may only be amended by the unanimous consent of the parties hereto, provided, that upon execution of applicable documents pursuant to Section 9, the appropriate sections of this Agreement shall be superseded thereby.

15. Notices. All notices and other communications necessary or contemplated under this Agreement shall be in writing and shall be deemed to have been duly delivered two business days after mailing by certified mail; when delivered by hand; or one day after sending by overnight delivery service, to the respective addresses of the parties set forth on the signature page hereto.

16. Assignment. No party hereto may make any assignment of this Agreement, or any interest in it, by operation of law or otherwise, without the prior consent of the other party; provided, however, that (a) JM Cox may designate affiliates to make investments in Eden Entities in compliance with applicable securities laws and regulations, and (b) designated Eden Entities may appoint designees for undertaking specified actions set forth in this Agreement as explicitly specified herein. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

17. Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and

affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all of the parties had executed a single signature page.

21. Satisfaction of Conditions as of Effective Date. The parties acknowledge and agree that Sections 1.a, 1.b.i, 1.b.iii, 1.b.iv, 2.a, and 2.b.ii have been satisfied.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Agreement is executed by the undersigned to be effective as of the Effective Date.

JM COX LEGACY LP

By: JM Cox Legacy Management, LLC, general partner

By: _____
Name: Matthew McMahon
Title: VP of GP

SERENUS PARTNERS LLC

By: _____
Name: Matthew McMahon
Title: Co-Manager

EDEN GREEN HOLDINGS UK LTD.

By: _____
Name: Grady G. Thomas III
Title: Director

EDEN GREEN US & CARIBBEAN PRODUCE HOLDINGS, INC.

By: _____
Name: Grady G. Thomas III
Title: President & CEO

This Agreement is executed by the undersigned to be effective as of the Effective Date.

JM COX LEGACY LP

By: JM Cox Legacy Management, LLC, general partner

By:_____
Name:
Title:

SERENUS PARTNERS LLC

By:_____
Name:
Title:

EDEN GREEN HOLDINGS UK LTD.

By:_____
Name: Grady G. Thomas III
Title: Director

EDEN GREEN US & CARIBBEAN PRODUCE HOLDINGS, INC.

By:_____
Name: Grady G. Thomas III
Title: President & CEO

Outstanding Due Diligence Items

1. The original South African patent was not provided, but the international patent application that was provided says the applicant is Eden Green Hydroponics International (Pty) Ltd. The Closing Letter Agreement references Eden Green International Pty Ltd. (and other companies), but not Eden Green Hydroponics International (Pty) Ltd.

    a. Are these intended to be the same company?

    b. The patent application references an earlier South African patent application number 2014/02082. Is this being acquired? If not, is it relevant to what is being acquired?

    c. It appears from on-line research that a South African patent was granted on October 26, 2016. Is this correct? Is a copy of the final patent available? Is there anything else required for the patent process to be complete?

    d. Please provide copies of the licenses by which the purchaser has rights to the patents.

2. The Closing Letter Agreement states the intent to purchase the assets of Eden Green International Pty Ltd. and related companies. In the meeting on December 18, it was stated that the companies themselves were also being purchased.

    a. Please clarify – are the assets being acquired through the purchase of the companies, or are both the entities and their respective assets being acquired separately.

    b. Please provide copies of the constituent documents of the companies to be purchased.

    c. Please provide a closing checklist or similar list of documents necessary to wrap up the acquisition (e.g., bill of sale, releases, stock transfer documents, etc.).

3. Cleburne

    a. Please provide a copy of the signed Walmart vendor agreement and any similar agreements.

    b. Please provide a copy of a license or other document by which the US entities have the rights to use the patent and conduct their businesses.

4. The use-of-funds schedule previously provided references payments to previous licensees. Please identify such licensees and whether they are releasing claims in exchange for the payments. What documents are involved?

5. It has been represented that $2,000,000 was raised in the “seed investor series A” round, but the capitalization table provide does not evidence this (it shows only an aggregate number of $2,300,000 which we believe to be incorrect because the shares issued to Beach Family Trust were for services rather than cash). Please provide reasonable evidence of the receipt of $2,000,000 from this round.

6. The bylaws of Eden Green US & Caribbean Produce Holdings Inc. authorize only four directors, but in November five were appointed. Were the bylaws changed, is there a director consent increasing the number of directors, or is this an error?

EXHIBIT A-2

EDEN GREEN HOLDINGS UK, LIMITED

INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT (as may be amended, this "Agreement") is made and entered into to be effective as of March 19, 2018 (the "Effective Date"), by and among Eden Green Holdings UK, Ltd, a private limited company incorporated in England & Wales (the "Company"), the investor set forth on the signature page hereto (the "Investor"), Serenus Partners LLC, a Texas limited liability company ("Serenus"), and the "Founder Shareholders", being together the shareholders of the Company listed in items 1-5 of Part 2 of Exhibit B, each of whom is a holder of US$1.00 Class A ordinary shares of the Company (the "Class A Shares") and the warrantholders of the Company listed in items 6-8 of Part 2 of Exhibit B, each of whom is a holder of warrants entitling them to convert their warrants into Class A Shares or US$1.00 Class B ordinary shares of the Company (the "Class B Shares"). The Class A Shares and upon issue, any Class B Shares are together the "Shares". The Company, the Investor and each Founder Shareholder are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Company has entered into a Subscription Agreement, dated as of January 2, 2018 (the "Subscription Agreement"), with the Investor, providing for the subscription by the Investor for Class A US$1.00 shares in the Company, all as more fully set forth in the Subscription Agreement; and

WHEREAS, the Company has entered into an Amended and Restated Investment Agreement, dated effective as of February 28, 2018, attached hereto as Exhibit A (the "Investment Agreement"), with JM Cox Legacy, LP, a Texas limited partnership ("JM Cox") that is an affiliate of the Investor, Serenus, and Eden Green US & Caribbean Produce Holdings, Inc., a Delaware corporation ("EG US"), providing for various Investor rights, all as more fully set forth in the Investment Agreement; and

WHEREAS, the Investment Agreement calls for further documentation with respect to certain Investor rights; and

WHEREAS, as an inducement to the Investor to subscribe for the Shares pursuant to the Subscription Agreement, the Parties have agreed to grant certain rights to the Investor, all as more fully set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
PRE-EMPTIVE RIGHTS

The Company may not issue or sell any New Securities (as defined below) unless the Company complies with the provisions of this ARTICLE 1.

1.1 Definitions. For purposes of this ARTICLE 1, the following terms are defined as follows:

(a) "New Securities" means any Equity Securities that are first issued by the Company after the Effective Date (whether or not now authorized) other than Equity Securities issued in an Exempt Issuance.

(b) "Equity Security" means (i) Shares, or any common or preferred stock sold by the Company (together, "New Equity Securities"), (ii) any warrant, right or option to purchase or subscribe for New Equity Securities, (iii) any obligation or security convertible into or exchangeable for New Equity Securities, or (iv) any right or option to purchase any obligation or security convertible into or exchangeable for New Equity Securities.

(c) "Exempt Issuance" means any issuance of Equity Securities (i) in connection with any stock split of such Equity Securities, any stock dividend in respect of such Equity Securities that is payable solely in such Equity Securities or any capital reorganization or recapitalization of the capital stock of the Company, (ii) pursuant to any employee equity incentive plan, agreement or arrangement of the Company in effect on the Effective Date or thereafter approved by the Board of Directors of the Company (the "Board"), (iii) upon the conversion, exchange or exercise of any right, option, obligation or security outstanding on the Effective Date, (iv) in a transaction the primary purpose of which is not to raise equity capital (including issuances to banks or other financial institutions pursuant to a debt financing, to real property lessors pursuant to a real property leasing transaction or in connection with technology license, development, OEM, marketing or other similar strategic partnerships) or (v) in connection with the acquisition by the Company of the securities, assets or business of any other person or entity (whether by merger, consolidation, recapitalization or purchase of all or substantially all of the assets of such other person or entity).

1.2 Financing Notice. Subject to Section 6.2, the Company must give to the Investor notice of its intention to issue New Securities (a "Financing Notice") prior to accepting any offer or proposal, or making any commitment, relating thereto and at least fifteen (15) days prior to the anticipated issuance date of the New Securities. The Financing Notice must state (a) the type, class or series of Equity Securities to be issued as New Securities and, if not an existing type, class or series of Equity Securities, a brief summary of the economic and voting rights and preferences of such Equity Securities, (b) the aggregate number of New Securities to be issued, (c) the aggregate price to be paid to the Company for the New Securities and the subscription price per Equity Security, (d) the anticipated issuance date of the New Securities and (e) any other material economic or non-economic terms of the Company's proposed issuance and sale of the New Securities (including any written offer or proposal relating thereto, which may be set forth in a non-binding summary of terms or term sheet), whether expressly appurtenant to the New Securities or otherwise.

1.3 Pre-emptive Right Granted. The Investor will have the right (the "Pre-emptive Right"), but not the obligation, to acquire, on the terms and subject to the conditions specified in the Financing Notice, all or any portion of the Reserved Securities (as defined below). The Investor will be entitled to exercise the Pre-emptive Right pursuant to Section 1.4 below at any time during the period (the "Pre-emption Period") beginning on the date of the Financing Notice and ending on the fifteenth (15^{th}) day thereafter. "Reserved Securities" means the number of New Securities specified in the Financing Notice multiplied by a fraction, the numerator of which is the aggregate number of Shares held by the Investor and the denominator of which is the aggregate number of Shares issued and outstanding, in each case calculated as of the date on which the Financing Notice is given by the Company and assuming the full exercise of all

options, rights and warrants then exercisable and the full conversion or exchange of all Equity Securities that are then convertible or exchangeable for Shares at the rate of conversion or exchange then in effect.

1.4 Exercise of Pre-emptive Right. To exercise the Pre-emptive Right, the Investor must give a notice of exercise (the "Participation Notice") to the Company during the Pre-emption Period. The Participation Notice must specify the number of New Securities that the Investor is willing to acquire (the "Committed Securities") and must contain the irrevocable offer of the Investor to acquire all of such Committed Securities. Failure of the Investor to deliver a valid Participation Notice during the Pre-emption Period will be deemed a waiver of the Investor's rights with respect to the proposed issuance of New Securities described in the Financing Notice.

1.5 Participation in Purchase of New Securities. The Company will have one hundred twenty (120) days following the anticipated issuance date set forth in the Financing Notice to actually issue the New Securities set forth in the Financing Notice, including the sale of the Reserved Securities to the Investor (assuming the Investor timely delivers a Participation Notice), on the terms and conditions specified in the Financing Notice. Such terms and conditions, in the aggregate, may not be materially varied from those set forth in the Financing Notice without the prior written consent of the Investor unless the Company first provides a revised Financing Notice to the Investor and provides the Investor with at least fifteen (15) days in which to provide a new Participation Notice or amend or withdraw any previously delivered Participation Notice.

ARTICLE 2
INFORMATION RIGHTS

2.1 Books and Records. The Company shall permit any representatives designated by the Investor, upon reasonable notice, during normal business hours and in a manner that does not unreasonably interfere with the ordinary conduct of the Company's business, to (a) visit and inspect any of the properties of the Company and its Subsidiaries, (b) examine the corporate, financial and other records of the Company and its Subsidiaries and make copies thereof or extracts therefrom and (c) consult with the directors, managers, officers, compliance personnel, key employees and independent accountants of the Company and its Subsidiaries concerning the affairs, compliance or regulatory status, finances and accounts of the Company and its Subsidiaries. This Agreement shall not limit any statutory or other right of a member of the Board of the Company to receive information regarding the Company and its Subsidiaries.

2.2 Confidential Treatment. The Investor will keep confidential and not disclose, divulge or use for any purpose (other than to monitor the Investor's investment in the Company) the information provided to the Investor pursuant to Section 2.1.

ARTICLE 3
TAG ALONG RIGHTS

3.1 Participation. At any time, and except as otherwise specified in this Agreement, if the Investor or any Founder Shareholder (a "Stockholder") proposes to transfer any of its Shares to any person other than (a) an affiliate of such Stockholder or (b) a family member of such stockholder (such transferor, the "Selling Stockholder," and such transferee, a "Proposed Transferee"), each other Stockholder (each, a "Tag-Along Stockholder") shall be permitted to participate in such sale (a "Tag-Along Sale") on the terms and conditions set forth in this ARTICLE 3.

3.2 Sale Notice. The Selling Stockholder shall deliver to each other Stockholder holding Shares a written notice (a "Sale Notice") of the proposed Tag-Along Sale as soon as practicable

and in no event later than five (5) Business Days thereafter. The Sale Notice shall make reference to the Tag-Along Stockholders' rights hereunder and shall describe in reasonable detail:

(a) The aggregate amount of Shares the Proposed Transferee has offered to purchase;

(b) The identity of the Proposed Transferee;

(c) The proposed date, time and location of the closing of the Tag-Along Sale;

(d) The purchase price (which shall be payable solely in cash) and the other material terms and conditions of the transfer; and

(e) A copy of any form of agreement proposed to be executed in connection therewith.

3.3 Exercise of Tag-Along Right.

(a) The Selling Stockholder and each Tag-Along Stockholder timely electing to participate in the Tag-Along Sale pursuant to Section 3.3(b) shall have the right to transfer in the Tag-Along Sale Shares equal to the product of (x) the aggregate Shares that the Proposed Transferee proposes to buy as stated in the Sale Notice and (y) a fraction (A) the numerator of which is equal to the Shares held by the applicable Stockholder, and (B) the denominator of which is equal to the Shares then held by the Selling Stockholder and all of the Tag-Along Stockholders timely electing to participate in the Tag-Along Sale pursuant to Section 3.3(b) (such amount with respect to the Shares, the "Tag-Along Portion").

(b) Each Tag-Along Stockholder shall exercise its right to participate in a Tag-Along Sale by delivering to the Selling Stockholder a written notice (a "Tag-Along Notice") stating its election to do so and specifying the Shares (up to its Tag-Along Portion) to be transferred by it no later than ten (10) Business Days after receipt of the Sale Notice (the "Tag-Along Period").

(c) The offer of each Tag-Along Stockholder set forth in a Tag-Along Notice shall be irrevocable, and, to the extent such offer is accepted, such Tag-Along Stockholder shall be bound and obligated to consummate the transfer on the terms and conditions set forth in this ARTICLE 3.

3.4 Waiver. Each Tag-Along Stockholder who does not deliver a Tag-Along Notice in compliance with Section 3.3(b) shall be deemed to have waived all of such Tag-Along Stockholder's rights to participate in the Tag-Along Sale with respect to the Shares owned by such Tag-Along Stockholder, and the Selling Stockholder shall (subject to the rights of any other participating Tag-Along Stockholder) thereafter be free to sell to the Proposed Transferee the Shares identified in the Sale Notice at a price that is no greater than the applicable price set forth in the Sale Notice and on other terms and conditions which are not in the aggregate materially more favorable to the Selling Stockholder than those set forth in the Sale Notice, without any further obligation to the non-accepting Tag-Along Stockholders. Such terms and conditions, in the aggregate, may not be materially varied from those set forth in the Sale Notice without the prior written consent of the Investor unless the Selling Stockholder first provides a revised Sale Notice to the Tag-Along Shareholders and provides the Tag-Along Shareholders with at least fifteen (15) days in which to provide a new Tag-Along Notice or amend or withdraw any previously delivered Tag-Along Notice.

3.5 Conditions of Sale.

(a) Each Stockholder participating in the Tag-Along Sale shall receive the same consideration per share of Shares after deduction of such Stockholder's proportionate share of the related expenses in accordance with Section 3.7 below.

(b) Each Tag-Along Stockholder shall make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Stockholder makes or provides in connection with the Tag-Along Sale; *provided*, that each Tag-Along Stockholder shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Shares, authorization, execution and delivery of relevant documents, enforceability of such documents against the Tag-Along Stockholder, and other matters relating to such Tag-Along Stockholder, but not with respect to any of the foregoing with respect to any other Stockholders or their Shares; *provided*, *further*, that all representations, warranties, covenants and indemnities shall be made by the Selling Stockholder and each Tag-Along Stockholder severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Selling Stockholder and each Tag-Along Stockholder, in each case in an amount not to exceed the aggregate proceeds received by the Selling Stockholder and each such Tag-Along Stockholder in connection with the Tag-Along Sale.

3.6 Cooperation. Each Tag-Along Stockholder shall take all actions as may be reasonably necessary to consummate the Tag-Along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Selling Stockholder, but subject to Section 3.5(b).

3.7 Expenses. The fees and expenses of the Selling Stockholder incurred in connection with a Tag-Along Sale and for the benefit of all Tag-Along Stockholders (it being understood that costs incurred by or on behalf of a Selling Stockholder for its sole benefit will not be considered to be for the benefit of all Tag-Along Stockholders), to the extent not paid or reimbursed by the Company or the Proposed Transferee, shall be shared by the Selling Stockholder and all the participating Tag-Along Stockholders on a pro rata basis, based on the consideration received by each such Stockholder; *provided*, that no Tag-Along Stockholder shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Tag-Along Sale.

3.8 Consummation of Sale. The Selling Stockholder shall have sixty (60) days following the expiration of the Tag-Along Period in which to consummate the Tag-Along Sale, on terms not more favorable to the Selling Stockholder than those set forth in the Tag-Along Notice (which such 60-day period may be extended for a reasonable time not to exceed an additional thirty (30) days to the extent reasonably necessary to obtain required approvals or consents from any governmental authority). If at the end of such period the Selling Stockholder has not completed the Tag-Along Sale, the Selling Stockholder may not then effect a transfer that is subject to this ARTICLE 3 without again fully complying with the provisions of this ARTICLE 3.

ARTICLE 4
REDEMPTION RIGHTS/PUT OPTION

4.1 Shareholder Approval.

(a) The provisions of Sections 4.2, 4.3 and 4.4 below constitute a contingent purchase contract within the terms of Part 18 of the Companies Act 2006 (the "Act") and are

conditional upon approval of their terms by a resolution of a majority of the shareholders of the Company entitled to vote.

(b) Promptly upon execution of this Agreement, the Founder Shareholders shall procure that the terms of the Put Option and the Secondary Put Option are put before the shareholders of the Company entitled to vote to be considered (the "Put Option Buyback Resolution").

(c) For the avoidance of doubt, the Investor shall not be entitled to vote on the Put Option Buyback Resolution.

(d) The provisions of this Article 4 supersede Section 4 of the Investment Agreement to the extent that Section 4 of the Investment Agreement purported to create a contract for buy-back of Shares.

4.2 Put Right. The Company hereby grants to the Investor an option to sell to the Company, and the Company is obligated to purchase from the Investor, all of the Shares then owned by the Investor, which right may be waived at the option of the Investor, any such waiver being irrevocable (the "Put Option"). The Investor may exercise the Put Option at any time during the ten (10) business day consecutive period following the applicable event as set forth in Section 4 of the Investment Agreement which gives rise to the redemption of shares purchased by the Investor, by delivering written notice of such exercise to the Company with a copy to Serenus. In the event that the Investor exercises the Put Option, the price to be paid by the Company to the Investor for the Shares then owned by the Investor and that are the subject of such exercise will be an amount equal to the aggregate funding of the Company by the Investor through the date the Investor exercises the Put Option. Additionally, the Company will pay or procure the payment of the reasonable legal fees incurred by the Investor in connection with exercising the Put Option.

4.3 Enforceability; Secondary Put.

(a) Investor is entering into this Agreement in reliance upon the enforceability of its provisions in the event of a conflict with the Companies Act 2006 (the Act), the certificate of incorporation of the Company and the articles of association of the Company (as may be amended or restated, and with the certificate of incorporation of the Company, the "Company Constituent Documents"). The Company hereby grants to the Investor an option to sell to the Company, and the Company is obligated to purchase from the Investor, all of the Shares then owned by the Investor if a court of competent jurisdiction rules that this Agreement, or any provision of it, is unenforceable by reason of a conflict with the Act or the Company Constituent Documents, which right may be waived at the option of the Investor, and any such waiver being irrevocable (the "Secondary Put Option"). The Investor may exercise the Secondary Put Option at any time during the ten (10) business day consecutive period following the issuance of a final ruling of a court of competent jurisdiction that this Agreement, or any provision of it, is unenforceable by reason of a conflict with the Act or the Company Constituent Documents by delivering written notice of such exercise to the Company with a copy to Serenus. In the event that the Investor exercises the Secondary Put Option, the price to be paid by the Company to the Investor for the Shares then owned by the Investor and that are the subject of such exercise (the "Secondary Put Shares") will be an amount equal to the greater of (i) the aggregate funding provided by the Investor to the Company through the date the Investor exercises the Secondary Put Option, or (ii) the aggregate Fair Market Value of the Secondary Put Shares (determined without regard to any discount for minority ownership, lack of marketability, or otherwise). Additionally, the Company will pay or procure the payment of the reasonable legal fees incurred by the Investor in connection with exercising the Secondary Put Option.

(b) Fair Market Value of Shares.

(i) Within twenty (20) days following delivery by Investor of a written notice of its exercise of the Secondary Put Option, the Company shall provide Investor with the Company's determination of the Fair Market Value of the Secondary Put Shares, including the underlying value of the Company's business and assets and the calculation of the Fair Market Value. If Investor delivers a written dispute of such Fair Market Value within ten (10) business days after receipt, and an agreement of the Fair Market Value of the Secondary Put Shares cannot be reached within ten (10) business days following such notice, then the Company and Investor each shall select an expert.

(ii) Each expert selected shall determine the Fair Market Value of the Secondary Put Shares (determined without regard to any discount for minority ownership, lack of marketability, or otherwise). The experts shall assume that the value to be arrived at should represent the fair value of the underlying assets, without regard to (i) any indebtedness or other actual or contingent liabilities to which such asset is subject or associated with such asset and estimated costs of sale, (ii) temporary market fluctuations or aberrations, or (iii) assuming a plan of orderly disposition of such asset which does not involve unreasonable delays in cash realization. If the two determinations are within ten percent (10%) of each other, the Fair Market Value shall be the average of the two determinations. If the two determinations are not within ten percent (10%) of each other, the Fair Market Value shall be the average of the two determinations unless either the Company or Investor object within two (2) business days of each party's receipt of the Fair Market Value of both experts, in which case the two experts shall select a third expert to make a determination of the Fair Market Value of such assets or Membership Interest. If the third determination exceeds the prior two determinations, the Fair Market Value shall equal the average of the two higher determinations. If the third determination is less than the prior two determinations, the Fair Market Value shall equal the average of the lower two determinations. If the third determination is equal to or between the prior two determinations, the Fair Market Value shall equal the third determination. The fees and expenses of any such experts shall be paid by the party whose assertion of the Fair Market Value was farthest from that of the final Fair Market Value determined by the foregoing experts, provided, that if such final Fair Market Value is approximately equally between both party's assertions of Fair Market Value, the fees and expenses of such experts shall be paid equally by the parties to which such Fair Market Value is relevant.

4.4 Closing of Put. The closing (a "Put Option Closing") for the purchase and sale pursuant to (a) the Put Option will take place at the executive offices of the Company on the date specified in such notice of exercise; *provided*, that the date of the closing of such purchase and sale will take place no fewer than thirty (30) nor more than sixty (60) days after the date of such notice; or (b) the Secondary Put Option will take place at the executive offices of the Company on a date specified by the Investor following determine of the purchase price; provided, that the date of the closing of such purchase and sale will take place no fewer than thirty (30) nor more than sixty (60) days after the date of the determination of the purchase price. At any Put Option Closing, the Investor will deliver good and marketable title to the Shares being purchased and sold, duly endorsed in blank and otherwise in good form for transfer (if applicable), free and clear of any lien, charge, claim, or encumbrance other than this Agreement. In consideration for the same, the Company will deliver the consideration in cash.

4.5 Noninterference; Termination Upon Put Option Closing. Upon receipt of notice of a Put Option or a Secondary Put Option, the Investor shall not, and the Investor shall cause its representatives or designees to not, interfere, hinder, delay, or impair the Company's ability to consummate the Put Option Closing, including, but not limited to, exercise of the Investor's rights contained in Article 5 herein. Upon a Put Option Closing, this Agreement shall terminate automatically and shall be of no further force and effect.

4.6 Serenus Shares. Promptly upon receipt of a copy notice from the Investor of its exercise of the Put Option or the Secondary Put Option, Serenus shall transfer all Shares which it then owns to the Company for no consideration and shall take all such steps and execute all such documents as the Company may reasonably require to ensure that Serenus ceases to be a shareholder of the Company.

ARTICLE 5
CALL OPTION

5.1 Shareholder Approval.

(a) The provisions of Sections 5.2, 5.3 and 5.4 below constitute a contingent purchase contract within the terms of Part 18 of the Act and are conditional upon approval of their terms by a resolution of a majority of the shareholders of the Company entitled to vote.

(b) Promptly upon execution of this Agreement, the Founder Shareholders shall procure that the terms of the Call Option (as defined below) are put before the shareholders of the Company entitled to vote to be considered (the "Call Option Buyback Resolution").

(c) For the avoidance of doubt, the Investor shall not be entitled to vote on the Call Option Buyback Resolution.

(d) The provisions of this ARTICLE 5 supersede Section 4 of the Investment Agreement to the extent that Section 4 of the Investment Agreement purported to create a contract for buy-back of Shares.

5.2 Call Right. The Investor hereby grants to the Company the right and option to purchase from the Investor and Serenus, and upon the exercise of such right and option, the Investor and Serenus shall have the obligation to sell to the Company (the "Call Option"), a portion of the Common Stock then held by the Investor and Serenus equal to a percentage, the numerator of which is the balance of committed but unpaid funding under the Investment Agreement and the denominator of which is the total funding commitment under the Investment Agreement. If such formula results in fractional shares, then the portion of Common Stock owned by the Investor and Serenus that is subject to the Call Option shall be rounded up to the nearest whole share. The Company may exercise the Call Option at any time beginning thirty (30) days after satisfying the conditions (and for clarity the parties acknowledge that satisfaction of certain conditions are subject to the reasonable or sole discretion of JM Cox) that constitute Milestone 2 (as defined in the Investment Agreement) by delivering written notice of such exercise to the Investor and Serenus. In the event that the Company exercises the Call Option, the price to be paid to the Investor per share of Common Stock to be sold pursuant to the Call Option will be $1.00 per share. In the event that the Company exercises the Call Option, the price to be paid to Serenus per share of Common Stock to be sold pursuant to the Call Option will be $0.01 per share. Upon full funding of the amount specified in the Investment Agreement, this Call Option shall terminate.

5.3 Closing of Call. The closing (a "Call Option Closing") for the purchase and sale pursuant to the Call Option will take place at the executive offices of the Company on the date specified in such notice of exercise; *provided*, that the date of the closing of such purchase and sale will take place no fewer than thirty (30) nor more than sixty (60) days after the date of such notice. At any Call Option Closing, the Investor and Serenus will deliver good and marketable title to the Common Stock being purchased and sold, duly endorsed in blank and otherwise in good form for transfer (if applicable), free and clear of any lien, charge, claim, or encumbrance other than this Agreement. In consideration for the same, the Company will deliver the consideration in cash.

5.4 Noninterference; Termination Upon Call Option Closing. Upon receipt of notice of a Call Option, the Investor shall not, and the Investor shall cause its representatives or designees to not, interfere, hinder, delay, or impair the Company's ability to consummate the Call Option Closing, including, but not limited to, exercise of the Investor's rights contained in ARTICLE 6 herein. Upon a Call Option Closing, ARTICLE 6 shall terminate automatically and shall be of no further force and effect.

ARTICLE 6
NEGATIVE COVENANTS

6.1 Permanent Negative Covenant. As long as the Investor owns Shares in the Company, the Company shall not (unless it has received the prior written consent of the Investor) authorize New Equity Securities or any other additional shares or equity, issue new shares or other securities, or warrants convertible into or options to purchase shares or other equity by Eden UK, if such action would dilute the ownership by the Investor below ten percent (10%) on a fully diluted basis

6.2 Limited Duration Negative Covenants. Subject to Section 6.4 herein and as long as the Investor owns Shares in the Company, the Company shall not (unless it has received the prior written consent of the Investor):

(a) Enter into any transaction, contract or arrangement with any affiliate, shareholder, director, officer, manager, or affiliate of any of the foregoing, including, without limitation, setting salary or other compensation for any officer, director or manager who is also a shareholder or other equity owner in the Company or any of its affiliates beyond what the applicable governing party reasonably deems to be reasonable and customary.

(b) Hire or terminate any executive-level officer or any one or more of the individuals listed in Part 1 of Exhibit B hereto (each, a "Founder"), *provided*, that the terms for hiring Founders that are reasonable market terms and that are disclosed to the Investor prior to the hiring of such person shall not require consent of the Investor, and *provided*, *further*, that any termination of a person described above for Cause shall not require consent of the Investor (where "Cause" means: (i) such person commits a crime involving dishonesty, breach of trust, or physical harm to any person; (ii) such person willfully engages in conduct that is in bad faith and materially injurious to the Company, including but not limited to, misappropriation of trade secrets, fraud or embezzlement; (iii) such person willfully refuses to implement or follow a lawful policy or directive of the Company, which breach is not cured within twenty days after written notice to such person from the Company; or (v) such person engages in misfeasance or malfeasance demonstrated by a pattern of failure to perform job duties diligently and professionally);

(c) Adopt any capital budget for a project;

(d) Approve each annual budget that is materially different from the prior period's annual budget;

(e) Materially change the business activities of the Company or any of its Subsidiaries as currently conducted or as contemplated upon the formation of any such Subsidiary, or enter into, or permit any affiliate to enter into, the ownership, active management or operation of any business that is not related to the current business activities of the Company and its affiliates;

(f) Undertake a voluntary bankruptcy filing or otherwise seek the benefit of creditor protection statutes;

(g) Enter into any partnership or other joint venture with any third party;

(h) Sell, license or otherwise convey any rights in intellectual property or other material assets of the Company or any of its affiliates to any party other than a Subsidiary of the Company;

(i) Initiate an initial public offering of Equity Securities or permit any of its Subsidiaries or any of their respective corporate successors to consummate any initial public offering of equity securities; or

(j) Directly or indirectly redeem, repurchase or otherwise acquire, or permit any of its affiliates to redeem, purchase or otherwise acquire, any of the Company's or any affiliate's Equity Securities or other ownership interests.

6.3 No Fiduciary Duty. The rights of Investor set forth in this ARTICLE 5 shall not create fiduciary duties of Investor to the Company, any other shareholder in the Company, or any other person.

6.4 Termination. Notwithstanding any other provision of this Agreement, upon the later of (a) 12:01 a.m. Central Time, on January 1, 2019 or (b) when any subsidiary of the Company, individually or in the aggregate, has raised additional equity capital commitments from third parties unrelated to Investor or affiliates of Investor and as evidenced by delivery to Investor of (i) an executed counterparty to a subscription agreement, or similar agreement evidencing a commitment to acquire equity in such subsidiary of the Company and (ii) an affidavit of receipt in full of funds reflecting such subscription commitment, equal to or in excess of Investor's aggregate investment in Company and subsidiaries of the Company, then Section 6.2 above shall terminate automatically (the date of such termination being the "Negative Covenants Sunset") and shall be of no further force and effect.

ARTICLE 7
GOVERNANCE

7.1 Investor Designees as Directors.

(a) Until the occurrence of the Negative Covenants Sunset, the Investor shall have the right to designate and have elected two (2) members of the Board, and one (1) member of the board of directors or managers of any Subsidiary that has a board of directors or similar governance structure. Following the occurrence of the Negative Covenants Sunset the Investor shall have the right to designate and have elected one (1) members of the Board, and one (1) member of the board of directors or managers of any Subsidiary that has a board of directors or similar governance structure.

(b) Investor may require such designee to be removed from the Board or such board upon written notice to the Company or the applicable Subsidiary. No such designee may be removed from the Board or such board without Investor's approval other than for Cause. Any vacancy caused by the death, removal, resignation or other event of Investor's designee shall be filled by a new designee of Investor, who shall promptly be elected to the Board or such board. As necessary to accomplish the foregoing, the constituent documents of the Company shall be modified, and/or the directors of the Company shall cause the size of the Board to increase.

7.2 Agreement to Vote. Each Party who has an applicable voting right, including without limitation by reason of ownership of stock or other equity of a Subsidiary, agrees to vote all Shares or other equity interests owned or controlled by such Party to effectuate the intent of Section 6.1.

ARTICLE 8
MISCELLANEOUS

8.1 Company Representation. The Company hereby represents and warrants to the Investor that the execution, delivery and performance of this Agreement by the Company have been duly authorized by all necessary action of the Board of the Company, that the rights granted to the Investor hereunder are within the corporate power and authority of the Company pursuant to the Company Constituent Documents, and that this Agreement constitutes a valid and binding obligation of the Company, enforceable in accordance with its terms and conditions.

8.2 Entire Agreement. This Agreement, together with the Investment Agreement and the Subscription Agreement, constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, that may have related in any way to the subject matter hereof. To the extent of any conflict between the provisions of the Investment Agreement and this Agreement, the Parties agree that this Agreement shall prevail, *provided*, that the Parties acknowledge that certain provisions of the Investment Agreement are incorporated herein by reference or have a broader application than to just the Company, and that such provisions are not superseded by this Agreement. To the extent that there is a conflict between any provision of this Agreement and any provision of the Company Constituent Documents, the provisions of this Agreement shall control, as between the Parties and the Parties shall use their best efforts to ensure that the Company Constituent Documents are amended to conform to the provisions of this Agreement.

8.3 Amendments and Waivers. No amendment or waiver of any provision of this Agreement will be valid unless the same is in writing and signed by the Company and the Investor. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8.4 Beneficiaries. This Agreement and all of the provisions hereof will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns. This Agreement will not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

8.5 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by the Company, in whole or in part, except by operation of law. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by the Investor, in whole or in part, except in connection with (and in

proportion to) the otherwise permitted transfer of the Subject Shares to which such rights and obligations relate. Any purported assignment in violation of this Section 8.5 will be null and void.

8.6 Joinder.

(a) Each Party agrees that it will not transfer, or permit or recognize the transfer, directly or indirectly, of any Shares, or issue any new Shares, unless, prior to the consummation of any such transfer or issuance the person to whom such Shares is proposed to be transferred or issued (i) executes and delivers to the Company a joinder, in form and substance satisfactory to the Company and Investor, to this Agreement.

(b) Anything in this Section 7.6 to the contrary notwithstanding, the provisions of this Section 7.6 shall not be applicable to any transfer or issuance of Shares pursuant to an initial public offering.

8.7 Termination. This Agreement will terminate and be of no further force or effect upon the earliest to occur of (a) the written agreement of the Company and the Investor, (b) the acquisition by a single person or entity of all of the equity securities of the Company or (c) the dissolution of the Company. The Investor will cease to be a party to this Agreement, automatically, if the Investor no longer owns any Shares or any interest therein.

8.8 Further Assurances. Each Party covenants and agrees that, at the request of any other Party and without further consideration, it will provide, execute and/or deliver such documents or instruments, and take such actions, as the requesting Party or its counsel may reasonably deem necessary or desirable in order to consummate or otherwise to implement the transactions contemplated by this Agreement.

8.9 Governing Law; Venue. This Agreement will be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any action or proceeding against the parties relating in any way to this agreement may be brought and enforced in the state or federal courts in Dallas, Texas, and the parties submit to the jurisdiction of such courts in respect of any such action or proceeding brought in such courts. The parties waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any such action or proceeding in such courts and any claim that any such action or proceeding brought in any such court has been brought in any inconvenient forum.

8.10 **WAIVER OF JURY TRIAL.**

(a) **WAIVER. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

(b) **CERTIFICATION. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS**

CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION.

8.11 Equitable Remedies. Each Party acknowledges and agrees that each other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that each other Party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which it may be entitled, in this Agreement, at law or in equity.

8.12 Expenses. Except as provided in Section 3.7, each Party will bear its own expenses (including fees and disbursements of legal counsel, accountants, financial advisors and other professional advisors) incurred in connection with the preparation, negotiation, execution, delivery and performance of this Agreement.

8.13 Notices. All notices or other communications given or made under this Agreement will be in writing and will be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid. Notices or other communications to the Company must be sent to the Company at the address set forth below and notices or other communications given to the Investor and Serenus must be sent to those parties at both the email address and the mailing address set forth on the their respective counterpart signature pages to this Agreement, in each case as such address(es) may be updated by such Party pursuant to a notice given in accordance with this section.

If to the Company:

Eden Green Holdings UK, Ltd.
2101 Cedar Springs Road, Suite 1202
Dallas, TX 75201
Attention: Trey Thomas

With a copy to (which will not constitute notice):

Norton Rose Fulbright US, LLP
300 Convent Street, Suite 2200
San Antonio, Texas 78205-3792
Attention: Jay E.S. Greathouse

8.14 Construction. In the event of an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumptions or burdens of proof will arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.

8.15 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the court making the determination of invalidity or unenforceability will have the power to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this

Agreement will be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

8.16 Drafting Conventions. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used herein has a comparable meaning whether used in a masculine, feminine or gender-neutral form. As used in this Agreement, the word "including" will be deemed to mean "including, without limitation" and, unless otherwise expressly provided, will not limit the words or terms preceding such word.

8.17 Time of the Essence. Time is of the essence to this Agreement.

8.18 Counterparts. This Agreement will be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile, photo or electronic signature and such facsimile, photo or electronic signature will constitute an original for all purposes.

*** * * * ***

{Remainder of Page Intentionally Left Blank;
Signature Page Follows}

IN WITNESS WHEREOF, the Company has executed this Investor Rights Agreement as of the date first above written.

COMPANY:

EDEN GREEN US & CARIBBEAN PRODUCE HOLDINGS, INC., a Delaware corporation

By: _____

Name: Grady G. Thomas, III
Title: President & CEO

SERENUS:

SERENUS PARTNERS, LLC,
a Texas limited liability company

By: _____

Name: Matt McMahan
Title: Manager

IN WITNESS WHEREOF, the Company has executed this Investor Rights Agreement as of the date first above written.

COMPANY:

EDEN GREEN US & CARIBBEAN PRODUCE HOLDINGS, INC., a Delaware corporation

By: _____
Name: Grady G. Thomas, III
Title: President & CEO

SERENUS:

SERENUS PARTNERS, LLC,
a Texas limited liability company

By: _____
Name: Matt McMahan
Title: Manager

Grady G. Thomas, III

Eric Schick

VB Advisors
By:

Greens and Sand Trust
By:

Jaco Booyens

Eugene van Buuren

Gerhard Ehlers

Jacques van Buuren

Grady G. Thomas, III

Eric Schick

VB Advisors
By:

Greens and Sand Trust
By:

Jaco Booyens

25/3/2018
Eugene van Buuren

Gerhard Ehlers

Jacques van Buuren

IN WITNESS WHEREOF, the undersigned Investor has executed this Investor Rights Agreement as of the date set forth below.

Signature for Individuals

_____
{Signature of Investor}

_____
{Signature of Joint Investor (if applicable)}

_____
{Printed Name(s)}

Signature for Entities (i.e., for trusts, corporations, partnerships, LLCs and other organizations)

Serenus Partners, LLE
{Name of Entity}

LLC
{Jurisdiction & Type of Entity}

_____
{Signature of Authorized Person}

Co-Manager
{Capacity of Authorized Person}

Dated: March 19, 2018

Address for Notices:

4420 Amherst

Dallas, Tx 75225

Email: Matthew@jmcfm.com

IN WITNESS WHEREOF, the undersigned Investor has executed this Investor Rights Agreement as of the date set forth below.

Signature for Individuals

_____
{Signature of Investor}

_____
{Signature of Joint Investor (if applicable)}

_____
{Printed Name(s)}

Signature for Entities (i.e., for trusts, corporations, partnerships, LLCs and other organizations)

Cox-Eden LP
{Name of Entity}

Limited Partnership
{Jurisdiction & Type of Entity}

_____
{Signature of Authorized Person}

VP of GP
{Capacity of Authorized Person}

Dated: March 19, 2018

Address for Notices:

4420 Amherst

Dallas, Tx 75225

_____

Email: Matthew@jmctm.com

{Investor's Counterpart Signature Page to Investor Rights Agreement }

Exhibit A

Investment Agreement

[*Attached hereto*.]

AMENDED AND RESTATED INVESTMENT AGREEMENT

This Amended and Restated Investment Agreement (as may be amended, this "Agreement") is made and entered into effective as of the 28th day of February, 2018 (the "Effective Date"), by and among **JM Cox Legacy, LP**, a Texas limited partnership ("JM Cox"), for itself and on behalf of Cox-Eden, L.P., a Delaware limited partnership (the "Cox UK Investor" and together with JM Cox, each a "Cox Entity"), **Serenus Partners, LLC**, a Texas limited liability company ("Serenus"), **Eden Green Holdings UK, Ltd.**, a private limited company ("Eden UK"), and **Eden Green US & Caribbean Produce Holdings, Inc.**, a Delaware corporation ("Eden Produce"). As investors in either Eden UK or Eden Produce, as applicable, the Cox UK Investor and Serenus may be referred to herein individually as an "Investor" and together as the "Investors."

WHEREAS, the Parties entered into that certain Investment Agreement dated December 29, 2017 (the "Original Investment Agreement"), which memorialized the investment Cox Entities would make in each of Eden UK and Eden Produce, along with certain agreements in connection with such investments.

WHEREAS, the Parties entered into that certain First Amendment to Investment Agreement dated February 15, 2018, whereby the Parties agreed to extend the dates found in Section 4.a to February 28, 2018.

WHEREAS, after further negotiation, the Parties believe it is in their best interest to amend and restate the Original Investment Agreement, as amended, with this Agreement to separate the governance rights of JM Cox at the Eden UK level and the Eden Produce level, to revise how the Cox UK Investor shares are treated for issuance purposes and to extend additional time for purposes of Section 4.a.

NOW, THEREFORE, in consideration for the mutual covenants set forth herein and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Investment in Eden UK. Subject to Section 4.f, a Cox Entity (the "Cox UK Investor") will contribute an aggregate Ten Million Seventy Two and 71/100 Dollars (US$ $10,000,072.71) to Eden UK in consideration for One Hundred Fourteen Thousand One Hundred Seventeen (114,117) Class A shares of Ordinary Shares of Eden UK on the following terms:

    a. Two Million Five Hundred Thousand Dollars (US$2,500,000) ("Initial UK Funding") will be contributed to Eden UK concurrently with both (x) the execution of this Agreement by all parties hereto, and (y) the execution by Eden UK and Cox UK Investor of a subscription agreement in form and substance reasonably satisfactory to Eden UK and JM Cox. The entire 114,117 Class A shares will be issued to Cox UK Investor concurrently with the Initial UK Funding; such shares shall be fully paid, and the Second UK Funding and Final UK Funding shall be considered additional premium attributable to the satisfaction of the applicable conditions for such funding.

    b. Two Million Five Hundred Thousand Dollars (US$2,500,000) ("Second UK Funding") will be contributed to Eden UK upon the later of (x) satisfaction by Eden UK in the reasonable discretion of JM Cox to the conditions set forth in Sections 1.b.i-1.b.iv and 2.b.i-2.b.ii, and (y) the execution of definitive documents necessary to effectuate the transactions set forth in this Agreement as described in Section 9 (such conditions being collectively referred to as "Milestone 1").

i. That certain Closing Letter Agreement dated August 7, 2017, between Eden UK, Eden Green International Pty Ltd, a limited private company organized and existing under the laws of the Republic of South Africa ("Eden GreenIn"), Eden Green Innovation Pty Ltd., a limited private company organized and existing under the laws of the Republic of South Africa ("Eden Green SA"),and Eden Green Manufacturing Pty Ltd., a limited private company organized and existing under the laws of the Republic of South Africa ("Eden Green Man", and together with Eden GreenIn and Eden Green SA, the "Companies"'), Jacques Mauritz Van Buuren ("JMVB"), Eugene Van Buuren ("EVB"), and Jan Gerhardus Ehlers ("JGE", and together with JMVB and EVB, the "Founders"), as amended by that certain Amendment and Restatement Letter dated December 11, 2017 (collectively, the "Closing Letter Agreement"), which by its terms terminates on January 4, 2018, is extended through at least February 28, 2018 and automatically longer as long as the process for transfer of intellectual property from Eden GreenIn to an affiliate of Eden Green UK is pending, or replaced with a document similar in nature based on Eden UK counsel's advice for obtaining South African Reserve Bank approval (together with the ultimate patent approvals or exchange control approvals, the "RSA IP Transfer Process"), and Eden UK shall cause the RSA IP Transfer Process to commence on or before January 31, 2018;

ii. Satisfaction of Eden UK and JM Cox in their respective sole discretion that Eden UK has actual full and binding sole rights to the assets needed for its proposed activities, other than the RSA IP Transfer Process.

iii. The execution by Eden UK and the Founders of warrants for shares of Eden UK for the benefit of the Founders reasonably satisfactory to Eden UK and JM Cox.

iv. Satisfactory response to all applicable due diligence matters; as of the Effective Date, the matters set forth on Exhibit A are due diligence matters that are outstanding.

c. Five Million Seventy Two and 71/100 Dollars (US$5,000,072.71) ("Final UK Funding") will be contributed to Eden UK upon either (x) the successful transfer of South African intellectual property based upon the advice of Eden UK's United Kingdom counsel (so long as such advice does not require a subsequent material restructure of Eden UK or the ownership and governance of Eden UK other than as set forth in the current constituent documents of Eden UK, as proposed to be modified as set forth in this Agreement), or (y) if Eden UK reasonably determines that such transfer will not occur, then termination of the RSA IP Transfer Process and implementation of an alternative which is satisfactory to JM Cox in its reasonable discretion (such conditions being referred to as "Milestone 2").

2. Investment in Eden Produce. Subject to Section 4.f below, Cox UK Investor (in such capacity, the "Cox Produce Investor") will contribute an aggregate Ten Million and 08/100 Dollars (US$10,000,000.08) to Eden Produce in consideration for eighteen (18) shares of common stock of Eden Produce on the following terms:

a. Two Million Five Hundred Dollars (US$2,500,000) ("Initial Produce Funding") will be contributed to Eden Produce concurrently with the Initial UK Funding upon (x) the execution of this Agreement by all parties hereto, and (y) the execution by Eden Produce and Cox Produce Investor of a subscription agreement in form and substance reasonably satisfactory to

Eden Produce and JM Cox. The full 18 shares will be issued to Cox Produce Investor concurrently with the Initial Produce Funding.

b. Seven Million Five Hundred Thousand and 08/100 Dollars(US$7,500,000.08) ("Second Final Produce Funding") will be contributed to Eden Produce concurrently with the Second UK Funding upon:

i. Satisfaction of Eden Produce and JM Cox in their respective sole discretion that Eden Produce holds the rights it requires for its proposed activities, other than the RSA IP Transfer Process.

ii. Satisfactory response to all applicable due diligence matters separately stated or reasonably requested by JM Cox.

c. The Cox Produce Investor shall have a pre-emptive right (but not obligation) to participate in future funding rounds of Eden Produce on the same terms as third parties.

3. Issuance to Serenus Partners. Serenus will be issued Twenty Two Thousand Two Hundred Eight One (22,823) Class A shares of common stock of Eden UK on a pro rata basis in accordance with the funding by Cox UK Investor pursuant to Section 1 above (i.e., 5,705 shares concurrently with the Initial UK Funding, 5,705 shares concurrently with the Second UK Funding, and 11,413 shares concurrently with the Final UK Funding). Eden UK and Serenus shall execute a subscription agreement in form and substance reasonably satisfactory to Eden UK and Serenus. If Serenus is obligated to surrender shares in Eden UK pursuant to Section 4 below, then no additional shares of Eden UK shall be issued to Serenus.

4. Redemption of Cox Interests.

a. If the Closing Letter Agreement terminates or lapses, the RSA IP Transfer Process has not commenced by January 31, 2018, or the other requirements for completion of Milestone 1 do not occur by April 15, 2018, then, unless an extension of time is consented to by Cox UK Investor (which consent shall not unreasonably be withheld or be delayed so long as Eden UK is proceeding in good faith to cause such documents to be executed within a short period of time following April 15, 2018), then at the election of Cox UK Investor the shares of Cox UK Investor in Eden UK and the shares of Cox Produce Investor in Eden Produce (collectively, the "Repurchased Shares") shall be repurchased by Eden UK and Eden Produce as set forth below for a purchase price equal to the aggregate funding by Cox UK Investor and Cox Produce Investor through the repurchase date (anticipated to be US$5,000,000) plus the reasonable legal fees incurred by the Cox Entities in connection with such repurchase.

b. If Milestone 2 does not occur by April 15, 2018, then, unless an extension of time is consented to by Cox UK Investor (which consent shall not unreasonably be withheld or be delayed so long as, in the reasonable determination of Cox UK Investor, Eden UK and the Founders are diligently proceeding in good faith to cause Milestone 2 to occur, provided, that Cox UK Investor shall have no obligation to consent to extension past June 1, 2018), then the Repurchased Shares shall be repurchased by Eden UK and Eden Produce as set forth below for a purchase price equal to the aggregate funding by Cox UK Investor and Cox Produce Investor through the repurchase date (anticipated to be US$15,000,000) plus the reasonable legal fees incurred by Cox Entities in connection with such repurchase.

c. If there is a material breach of this Agreement by Eden UK, Eden Produce, or their affiliates (provided that failure to timely meet Milestone 1 or Milestone 2 shall not be deemed a breach), then JM Cox shall have the right to require that the Repurchased Shares be repurchased by Eden UK and Eden Produce as set forth below for a purchase price equal to the aggregate funding by Cox UK Investor and Cox Produce Investor through the repurchase date plus the reasonable legal fees incurred by Cox Entities in connection with such repurchase.

d. The repurchase of the Repurchased Shares shall occur within sixty (60) days after the applicable date set forth above that triggers such repurchase (as may be extended as set forth above). The purchase shall be made by Eden UK and Eden Produce, or their respective designees, for the purchase price set forth above in accordance with customary stock repurchase documents reasonably acceptable to Eden UK, Eden Produce and JM Cox. Upon the closing of any conveyance pursuant to this Section 4, this Agreement will terminate, except Sections 12-20, which shall survive such termination.

e. If the Repurchased Shares are repurchased as set forth in this Section 4, then Serenus will surrender its then-existing shares in Eden UK at the time of such closing.

f. The failure of Milestone 1 or Milestone 2 to timely occur (subject to any extensions of time approved by JM Cox) shall terminate any obligation of any Cox Entity to provide any additional funding to any Eden Entity (as herein defined).

5. Governance.

a. Subject to subsection (c) below, Cox UK Investor shall have the right to designate two (2) members of the board of directors of Eden UK, one (1) member of the board of directors of Eden Produce, and one (1) member of the board of directors or managers of any other direct or indirect subsidiary of Eden UK or Eden Produce (each, an "Eden Entity") that has a board of directors or similar governance structure. Concurrently with the Initial UK Funding, the initial two designees of Cox UK Investor will be elected to the board of directors of Eden UK, and concurrently with the Initial Produce Funding, the initial designee of Cox Produce Investor will be elected to the board of directors of Eden Produce. The constituent documents of each of Eden UK and Eden Produce will be modified, and/or the respective directors will vote to increase the size of the board of directors, as necessary to accomplish the foregoing.

b. No Eden Entity will undertake any of the foregoing activities without the approval of the applicable Cox Entity or its designee (i.e., either as shareholder or director, depending upon the definitive documents establishing such rights), which approval may take the form of a veto right, a supermajority voting threshold that requires the approval of the applicable Cox Entity, or otherwise:

i. authorize additional shares or equity, issue new shares or other securities, or warrants convertible into or options to purchase shares or other equity by Eden UK, if such action would dilute the ownership by the Cox UK Investor below ten percent (10%) on a fully diluted basis;

ii. enter into any transaction, contract or arrangement between an Eden Entity and any shareholder, director, officer, manager, or affiliate of any of the foregoing, including

without limitation setting salary or other compensation for any officer, director or manager who is also a shareholder or other equity owner in any Eden Entity beyond what the applicable governing party reasonably deems to be reasonable and customary;

iii. hiring or terminating any executive-level officer at the C-Suite level, Founder, or founding partners (who shall include Grady Thomas III, Jaco Booyens, Gentry Beach and Eric Schick), and the terms of such hiring or termination, provided, that the terms for hiring Founders or founding partners that are reasonable market terms and that are disclosed to JM Cox prior to the hiring of such person shall not require Cox consent, and provided, further, that any termination of a person described above for "cause" (as reasonably defined in definitive documents) shall not require Cox consent;

iv. adopting any each capital budget for a project; approving each annual budget that is materially different from the prior period's annual budget; and approving any material expansion or contraction of business activities of any Eden Entity;

v. undertaking a voluntary bankruptcy filing or otherwise seeking the benefit of creditor protection statutes;

vi. entering into any partnership or other joint venture with any third party;

vii. selling, licensing or otherwise conveying any rights in intellectual property or other material assets of an Eden Entity to any party other than another Eden Entity;

viii. initiating a public offering of shares or other equity of an Eden Entity; or

ix. redeeming any equity interests in an Eden Entity other than as set forth in Section 4 above.

c. Notwithstanding any other provision of this Agreement, if and when Eden Produce and/or any other subsidiaries of Eden UK have raised additional equity capital from third parties (i.e., from persons other than Cox Entities) in excess of the aggregate funding to Eden Entities from Cox Entities (a "Qualifying Additional Equity Round"), then the special voting rights of the Cox Entities regarding Eden Produce shall terminate with respect to the matters set forth in subsection (b)(ii)-(ix) above.

d. Notwithstanding any other provision of this Agreement, upon the later of (i) the occurrence of a Qualifying Additional Equity Round or (ii) 12:01 a.m. Central Time, on January 1, 2019, (x) the Cox UK Investor shall thereafter only have the right to designate one (1) member of the board of directors of Eden UK, and (y) the special voting rights of the Cox Entities regarding Eden UK shall terminate with respect to the matters set forth in subsection (b)(ii)-(ix) above.

6. Tag-Along. If a majority of the shares or other equity interests in any Eden Entity in which a Cox Entity directly holds shares or other equity interests are offered for sale, or are otherwise to be conveyed, to a third party (excluding estate planning and similar "internal" transfers), then Cox Entities will have the right, but not the obligation, to participate in such transfer on substantially the same terms as the other transferors.

7. Call Option. The Investors hereby grant to the applicable Eden Entity, the right and option to purchase from the Investors and upon the exercise of such right and option, the Investors shall have the obligation to sell to the applicable Eden Entity a portion of the common stock of the applicable Eden Entity then held by the applicable Investor equal to a percentage, the numerator of which is the balance of committed but unpaid funding under this Agreement and the denominator of which is the total funding commitment under this Agreement.

8. Other Rights. Notwithstanding any restrictions in any constituent documents of an Eden Entity, the applicable Cox Entity will have the right to review the books and records of such Eden Entity as reasonably requested by such Cox Entity.

9. Documents. The appropriate Eden Entities (and other applicable parties including the Founders and their affiliates) and the applicable Cox Entities shall enter into one or more of the following documents to more fully effectuate Sections 1-8 of this Agreement:

    a. subscription agreements and board consents for the issuance of shares;

    b. shareholder agreements and/or modification of the existing articles of association, certificate of formation, bylaws, or similar constituent documents;

    c. director and shareholder consents and necessary for Eden Entities to authorize the necessary transactions and documents; and

    d. any other documents deemed reasonably necessary by JM Cox, and each reasonably acceptable to JM Cox and Eden UK.

10. Representations of Eden.

a. Eden UK hereby represents and warrants to JM Cox that as of the Effective Date of this Agreement:

i. Eden UK is a private limited company duly formed and validly existing under the laws of England & Wales;

ii. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action of Eden UK and no other proceeding on the part of Seller is necessary to authorize the execution and delivery of this Agreement. This Agreement constitutes a valid and binding obligation of Eden UK, enforceable in accordance with its terms and conditions;

iii. The execution and delivery by Eden UK of this Agreement does not, and the performance by Eden UK of its obligations under this Agreement does not and will not, (x) contravene, conflict with or result in a violation of or default under any legal requirement applicable to Eden UK or any of its assets and properties or require any consent or approval of or any notice or filing with any person, governmental authority or regulatory body or other third party or (y) contravene, conflict with or result in a breach or violation of, or default under, or give rise to any right of acceleration or termination of, any of the terms, conditions or provisions of any note, bond, lease, license, agreement or other instrument or obligation to which Eden UK is a party or by which its assets or properties are bound, which could reasonably be expected to affect Eden UK's performance of its obligations under this Agreement or the consummation of the transactions contemplated hereby;

iv. Except for the intellectual property subject to the RSA IP Transfer Process, the rights to which have been duly licensed to Eden UK, Eden UK has good title to, holds of record and owns beneficially, all assets and rights needed for the existing and currently proposed business activities of Eden UK and its existing subsidiaries; and

v. Other than the Closing Letter Agreement, certain warrants to be issued to the Founders for 430,000 Class B shares of Ordinary Shares of Eden UK and 4,221 Class A shares of Ordinary Shares to be issued to existing shareholders which is pending, (x) Eden UK is not a party to any agreement (including, without limitation, any voting trust, proxy or other agreement with respect to the voting of any shares in Eden UK), written or oral, regarding the issuance of shares in Eden UK and (y) there are no outstanding subscriptions, options, warrants, commitments, preemptive rights, agreements, arrangements or commitments of any kind relating to the issuance of any shares or other equity interests in Eden UK.

b. Eden Produce hereby represents and warrants to JM Cox that as of the Effective Date of this Agreement:

i. Eden Produce is a corporation duly formed and validly existing under the laws of the State of Delaware;

ii. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action of Eden Produce and no other proceeding on the part of Seller is necessary to authorize the execution and delivery of this Agreement. This Agreement constitutes a valid and binding obligation of Eden Produce, enforceable in accordance with its terms and conditions;

iii. The execution and delivery by Eden Produce of this Agreement does not, and the performance by Eden Produce of its obligations under this Agreement does not and will not, (x) contravene, conflict with or result in a violation of or default under any legal requirement applicable to Eden Produce or any of its assets and properties or require any consent or approval of or any notice or filing with any person, governmental authority or regulatory body or other third party or (y) contravene, conflict with or result in a breach or violation of, or default under, or give rise to any right of acceleration or termination of, any of the terms, conditions or provisions of any note, bond, lease, license, agreement or other instrument or obligation to which Eden Produce is a party or by which its assets or properties are bound, which could reasonably be expected to affect Eden Produce's performance of its obligations under this Agreement or the consummation of the transactions contemplated hereby;

iv. Eden Produce has good title to, holds of record and owns beneficially or licenses, all assets and rights needed for the existing and currently proposed business activities of Eden Produce and its existing subsidiaries; and

v. Eden Produce is not a party to any agreement (including, without limitation, any voting trust, proxy or other agreement with respect to the voting of any shares in Eden Produce), written or oral, regarding the issuance of shares in Eden Produce and there are no outstanding subscriptions, options, warrants, commitments, preemptive rights, agreements, arrangements or commitments of any kind relating to the issuance of any shares or other equity interests in Eden Produce.

11. Further Assurances. Each party hereto will at any time, and from time to time after the Effective Date, upon reasonable request of the other party, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required or are customary to carry out the intent of this Agreement.

12. Confidentiality. The parties agree that neither party shall disclose any matters set forth in this agreement or disseminate or distribute any information concerning the terms, details or conditions hereof or any of the transactions covered hereby (the "Confidential Information") to any person, without obtaining the express written consent of the other party (which consent each party may withhold in its sole and absolute discretion). Notwithstanding the foregoing, a party may disclose Confidential Information (a) as specifically required by law or court order, (b) to each party's legal or financial advisors, accountants and auditors (provided that all such third parties shall be subject to confidentiality terms with respect to the Confidential Information that are substantially similar to those in this Section 11), (c) as may be necessary to pursue litigation between the parties with respect to the subject matter of this agreement, and (d) to current or prospective investors of a party.

13. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of Texas without regard to its conflicts of law principles. Any action or proceeding against the

parties relating in any way to this agreement may be brought and enforced in the state or federal courts in Dallas, Texas, and the parties submit to the jurisdiction of such courts in respect of any such action or proceeding brought in such courts. The parties waive, to the fullest extent permitted by law, any objection that they may now may now or hereafter have to the laying of venue of any such action or proceeding in such courts and any claim that any such action or proceeding brought in any such court has been brought in any inconvenient forum.

14. Amendment. This Agreement embodies the entire agreement between the parties hereto concerning the subject matters mentioned herein and supersedes all previous discussions, correspondence, understandings and agreements, whether written or oral, with respect to such matters. In the event of any conflict between the provisions of Section 1 of this Agreement and any contemporaneous or subsequent subscription agreement or other documents between the parties, Section 1 of the Agreement shall prevail unless such other agreement or document explicitly by reference modifies the provisions of Section 1 of this Agreement. This Agreement may only be amended by the unanimous consent of the parties hereto, provided, that upon execution of applicable documents pursuant to Section 9, the appropriate sections of this Agreement shall be superseded thereby.

15. Notices. All notices and other communications necessary or contemplated under this Agreement shall be in writing and shall be deemed to have been duly delivered two business days after mailing by certified mail; when delivered by hand; or one day after sending by overnight delivery service, to the respective addresses of the parties set forth on the signature page hereto.

16. Assignment. No party hereto may make any assignment of this Agreement, or any interest in it, by operation of law or otherwise, without the prior consent of the other party; provided, however, that (a) JM Cox may designate affiliates to make investments in Eden Entities in compliance with applicable securities laws and regulations, and (b) designated Eden Entities may appoint designees for undertaking specified actions set forth in this Agreement as explicitly specified herein. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

17. Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and

affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all of the parties had executed a single signature page.

21. Satisfaction of Conditions as of Effective Date. The parties acknowledge and agree that Sections 1.a, 1.b.i, 1.b.iii, 1.b.iv, 2.a, and 2.b.ii have been satisfied.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Agreement is executed by the undersigned to be effective as of the Effective Date.

JM COX LEGACY LP

By: JM Cox Legacy Management, LLC, general partner

By: _____
Name: Matthew McMahon
Title: VP of GP

SERENUS PARTNERS LLC

By: _____
Name: Matthew McMahon
Title: Co-Manager

EDEN GREEN HOLDINGS UK LTD.

By: _____
Name: Grady G. Thomas III
Title: Director

EDEN GREEN US & CARIBBEAN PRODUCE HOLDINGS, INC.

By: _____
Name: Grady G. Thomas III
Title: President & CEO

This Agreement is executed by the undersigned to be effective as of the Effective Date.

JM COX LEGACY LP

By: JM Cox Legacy Management, LLC, general partner

By:_____
Name:
Title:

SERENUS PARTNERS LLC

By:_____
Name:
Title:

EDEN GREEN HOLDINGS UK LTD.

By:_____
Name: Grady G. Thomas III
Title: Director

EDEN GREEN US & CARIBBEAN PRODUCE HOLDINGS, INC.

By:_____
Name: Grady G. Thomas III
Title: President & CEO

Outstanding Due Diligence Items

1. The original South African patent was not provided, but the international patent application that was provided says the applicant is Eden Green Hydroponics International (Pty) Ltd. The Closing Letter Agreement references Eden Green International Pty Ltd. (and other companies), but not Eden Green Hydroponics International (Pty) Ltd.

    a. Are these intended to be the same company?

    b. The patent application references an earlier South African patent application number 2014/02082. Is this being acquired? If not, is it relevant to what is being acquired?

    c. It appears from on-line research that a South African patent was granted on October 26, 2016. Is this correct? Is a copy of the final patent available? Is there anything else required for the patent process to be complete?

    d. Please provide copies of the licenses by which the purchaser has rights to the patents.

2. The Closing Letter Agreement states the intent to purchase the assets of Eden Green International Pty Ltd. and related companies. In the meeting on December 18, it was stated that the companies themselves were also being purchased.

    a. Please clarify – are the assets being acquired through the purchase of the companies, or are both the entities and their respective assets being acquired separately.

    b. Please provide copies of the constituent documents of the companies to be purchased.

    c. Please provide a closing checklist or similar list of documents necessary to wrap up the acquisition (e.g., bill of sale, releases, stock transfer documents, etc.).

3. Cleburne

    a. Please provide a copy of the signed Walmart vendor agreement and any similar agreements.

    b. Please provide a copy of a license or other document by which the US entities have the rights to use the patent and conduct their businesses.

4. The use-of-funds schedule previously provided references payments to previous licensees. Please identify such licensees and whether they are releasing claims in exchange for the payments. What documents are involved?

5. It has been represented that $2,000,000 was raised in the “seed investor series A” round, but the capitalization table provide does not evidence this (it shows only an aggregate number of $2,300,000 which we believe to be incorrect because the shares issued to Beach Family Trust were for services rather than cash). Please provide reasonable evidence of the receipt of $2,000,000 from this round.

6. The bylaws of Eden Green US & Caribbean Produce Holdings Inc. authorize only four directors, but in November five were appointed. Were the bylaws changed, is there a director consent increasing the number of directors, or is this an error?

Exhibit B

Part 1 – Founders

1. Grady G. Thomas, III
2. Eric Schick
3. Gentry Beach
4. Jaco Booyens
5. Eugene van Buuren
6. Gerhard Ehlers
7. Jacques van Buuren

Part 2 – Founder Shareholders

1. Grady G. Thomas, III
2. Eric Schick
3. VB Advisors LLC
4. Greens and Sand Trust
5. Jaco Booyens
6. Eugene van Buuren
7. Gerhard Ehlers
8. Jacques van Buuren

EXHIBIT A-3

EDEN GREEN US & CARIBBEAN PRODUCE HOLDINGS, INC.

INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT (as may be amended, this "Agreement") is made and entered into to be effective as of March 19, 2018 (the "Effective Date"), by and among Eden Green US & Caribbean Produce Holdings, Inc., a Delaware corporation (the "Company"), and the investor set forth on the signature page hereto (the "Investor"), and the other shareholders of the Company, each of whom is a holder of common stock, par value $0.01 per share (the "Common Stock"), of the Company. The Company, the Investor and each other shareholder are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Company has entered into a Subscription Agreement, dated as of January 2, 2018 (the "Subscription Agreement"), with the Investor, providing for the purchase by the Investor of shares of the Common Stock on January 2, 2018, all as more fully set forth in the Subscription Agreement; and

WHEREAS, the Company has entered into an Amended and Restated Investment Agreement, dated effective as of February 28, 2018, attached hereto as Exhibit A (the "Investment Agreement"), with JM Cox Legacy, LP, a Texas limited partnership ("JM Cox") that is an affiliate of the Investor, Serenus Partners, LLC, a Texas limited liability company, and Eden Green Holdings UK, Ltd., a private limited company organized under the laws of England and Wales ("UK Holdings"), providing for various Investor rights, all as more fully set forth in the Investment Agreement; and

WHEREAS, the Investment Agreement calls for further documentation with respect to certain Investor rights; and

WHEREAS, as an inducement to the Investor to purchase the Common Stock pursuant to the Subscription Agreement, the Parties have agreed to grant certain rights to the Investor, all as more fully set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
PRE-EMPTIVE RIGHTS

The Company may not issue or sell any New Securities (as defined below) unless the Company complies with the provisions of this ARTICLE 1.

1.1 Definitions. For purposes of this ARTICLE 1, the following terms are defined as follows:

(a) "New Securities" means any Equity Securities that are first issued by the Company after the Effective Date (whether or not now authorized) other than Equity Securities issued in an Exempt Issuance.

(b) "Equity Security" means (i) shares of the common stock or preferred stock of the Company, including without limitation the Common Stock of the Company, (ii) any warrant, right or option to purchase shares of common stock or preferred stock, (iii) any obligation or security convertible into or exchangeable for shares of common stock or preferred stock, or (iv) any right or option to purchase any obligation or security convertible into or exchangeable for shares of common stock or preferred stock.

(c) "Exempt Issuance" means any issuance of Equity Securities (i) in connection with any stock split of such Equity Securities, any stock dividend in respect of such Equity Securities that is payable solely in such Equity Securities or any capital reorganization or recapitalization of the capital stock of the Company, (ii) pursuant to any employee equity incentive plan, agreement or arrangement of the Company in effect on the Effective Date or thereafter approved by the Board of Directors of the Company (the "Board"), (iii) upon the conversion, exchange or exercise of any right, option, obligation or security outstanding on the Effective Date, (iv) in a transaction the primary purpose of which is not to raise equity capital (including issuances to banks or other financial institutions pursuant to a debt financing, to real property lessors pursuant to a real property leasing transaction or in connection with technology license, development, OEM, marketing or other similar strategic partnerships) or (v) in connection with the acquisition by the Company of the securities, assets or business of any other person or entity (whether by merger, consolidation, recapitalization or purchase of all or substantially all of the assets of such other person or entity).

1.2 Financing Notice. The Company must give to the Investor notice of its intention to issue New Securities (a "Financing Notice") prior to accepting any offer or proposal, or making any commitment, relating thereto and at least fifteen (15) days prior to the anticipated issuance date of the New Securities. The Financing Notice must state (a) the type, class or series of Equity Securities to be issued as New Securities and, if not an existing type, class or series of Equity Securities, a brief summary of the economic and voting rights and preferences of such Equity Securities, (b) the aggregate number of New Securities to be issued, (c) the aggregate purchase price to be paid to the Company for the New Securities and the purchase price per Equity Security, (d) the anticipated issuance date of the New Securities and (e) any other material economic or non-economic terms of the Company's proposed issuance and sale of the New Securities (including any written offer or proposal relating thereto, which may be set forth in a non-binding summary of terms or term sheet), whether expressly appurtenant to the New Securities or otherwise.

1.3 Pre-emptive Right Granted. The Investor will have the right (the "Pre-emptive Right"), but not the obligation, to acquire, on the terms and subject to the conditions specified in the Financing Notice, all or any portion of the Reserved Securities (as defined below). The Investor will be entitled to exercise the Pre-emptive Right pursuant to Section 1.4 below at any time during the period (the "Pre-emption Period") beginning on the date of the Financing Notice and ending on the fifteenth (15^{th}) day thereafter. "Reserved Securities" means the number of New Securities specified in the Financing Notice multiplied by a fraction, the numerator of which is the aggregate number of shares of Common Stock held by the Investor and the denominator of which is the aggregate number of shares of Common Stock issued and outstanding, in each case calculated as of the date on which the Financing Notice is given by the Company and assuming the full exercise of all options, rights and warrants then exercisable and the full conversion or exchange of all Equity Securities that are then convertible or exchangeable for Common Stock at the rate of conversion or exchange then in effect.

1.4 Exercise of Pre-emptive Right. To exercise the Pre-emptive Right, the Investor must give a notice of exercise (the "Participation Notice") to the Company during the Pre-emption Period. The Participation Notice must specify the number of New Securities that the Investor is willing to acquire

(the "Committed Securities") and must contain the irrevocable offer of the Investor to acquire all of such Committed Securities. Failure of the Investor to deliver a valid Participation Notice during the Pre-emption Period will be deemed a waiver of the Investor's rights with respect to the proposed issuance of New Securities described in the Financing Notice.

1.5 Participation in Purchase of New Securities. The Company will have one hundred twenty (120) days following the anticipated issuance date set forth in the Financing Notice to actually issue the New Securities set forth in the Financing Notice, including the sale of the Reserved Securities to the Investor (assuming the Investor timely delivers a Participation Notice), on the terms and conditions specified in the Financing Notice. Such terms and conditions, in the aggregate, may not be materially varied from those set forth in the Financing Notice without the prior written consent of the Investor unless the Company first provides a revised Financing Notice to the Investor and provides the Investor with at least fifteen (15) days in which to provide a new Participation Notice or amend or withdraw any previously delivered Participation Notice.

ARTICLE 2
INFORMATION RIGHTS

2.1 Books and Records. The Company shall permit any representatives designated by the Investor, upon reasonable notice, during normal business hours and in a manner that does not unreasonably interfere with the ordinary conduct of the Company's business, to (a) visit and inspect any of the properties of the Company and its Subsidiaries, (b) examine the corporate, financial and other records of the Company and its Subsidiaries and make copies thereof or extracts therefrom and (c) consult with the directors, managers, officers, compliance personnel, key employees and independent accountants of the Company and its Subsidiaries concerning the affairs, compliance or regulatory status, finances and accounts of the Company and its Subsidiaries. This Agreement shall not limit any statutory or other right of a member of the Board of the Company to receive information regarding the Company and its Subsidiaries.

2.2 Confidential Treatment. The Investor will keep confidential and not disclose, divulge or use for any purpose (other than to monitor the Investor's investment in the Company) the information provided to the Investor pursuant to Section 2.1.

ARTICLE 3
TAG ALONG RIGHTS

3.1 Participation. At any time, and except as otherwise specified in this Agreement, if any stockholder of the Company (a "Stockholder") proposes to transfer any of its Common Stock to any person other than (a) an affiliate of such Stockholder or (b) a family member of such stockholder (such transferor, the "Selling Stockholder," and such transferee, a "Proposed Transferee"), each other Stockholder holding that class of equity (each, a "Tag-Along Stockholder") shall be permitted to participate in such sale (a "Tag-Along Sale") on the terms and conditions set forth in this ARTICLE 3.

3.2 Sale Notice. The Selling Stockholder shall deliver to each other Stockholder holding Common Stock a written notice (a "Sale Notice") of the proposed Tag-Along Sale as soon as practicable and in no event later than five (5) Business Days thereafter. The Sale Notice shall make reference to the Tag-Along Stockholders' rights hereunder and shall describe in reasonable detail:

(a) The aggregate amount of Common Stock the Proposed Transferee has offered to purchase;

(b) The identity of the Proposed Transferee;

(c) The proposed date, time and location of the closing of the Tag-Along Sale;

(d) The purchase price (which shall be payable solely in cash) and the other material terms and conditions of the transfer; and

(e) A copy of any form of agreement proposed to be executed in connection therewith.

3.3 Exercise of Tag-Along Right.

(a) The Selling Stockholder and each Tag-Along Stockholder timely electing to participate in the Tag-Along Sale pursuant to Section 3.3(b) shall have the right to transfer in the Tag-Along Sale Common Stock equal to the product of (x) the aggregate Common Stock that the Proposed Transferee proposes to buy as stated in the Sale Notice and (y) a fraction (A) the numerator of which is equal to the Common Stock held by the applicable Stockholder, and (B) the denominator of which is equal to the Common Stock then held by the Selling Stockholder and all of the Tag-Along Stockholders timely electing to participate in the Tag-Along Sale pursuant to Section 3.3(b) (such amount with respect to the Common Stock, the "Tag-Along Portion").

(b) Each Tag-Along Stockholder shall exercise its right to participate in a Tag-Along Sale by delivering to the Selling Stockholder a written notice (a "Tag-Along Notice") stating its election to do so and specifying the Common Stock (up to its Tag-Along Portion) to be transferred by it no later than ten (10) Business Days after receipt of the Sale Notice (the "Tag-Along Period").

(c) The offer of each Tag-Along Stockholder set forth in a Tag-Along Notice shall be irrevocable, and, to the extent such offer is accepted, such Tag-Along Stockholder shall be bound and obligated to consummate the transfer on the terms and conditions set forth in this ARTICLE 3.

3.4 Waiver. Each Tag-Along Stockholder who does not deliver a Tag-Along Notice in compliance with Section 3.3(b) shall be deemed to have waived all of such Tag-Along Stockholder's rights to participate in the Tag-Along Sale with respect to the Common Stock owned by such Tag-Along Stockholder, and the Selling Stockholder shall (subject to the rights of any other participating Tag-Along Stockholder) thereafter be free to sell to the Proposed Transferee the Common Stock identified in the Sale Notice at a price that is no greater than the applicable price set forth in the Sale Notice and on other terms and conditions which are not in the aggregate materially more favorable to the Selling Stockholder than those set forth in the Sale Notice, without any further obligation to the non-accepting Tag-Along Stockholders. Such terms and conditions, in the aggregate, may not be materially varied from those set forth in the Sale Notice without the prior written consent of the Investor unless the Selling Stockholder first provides a revised Sale Notice to the Tag-Along Shareholders and provides the Tag-Along Shareholders with at least fifteen (15) days in which to provide a new Tag-Along Notice or amend or withdraw any previously delivered Tag-Along Notice.

3.5 Conditions of Sale.

(a) Each Stockholder participating in the Tag-Along Sale shall receive the same consideration per share of Common Stock after deduction of such Stockholder's proportionate share of the related expenses in accordance with Section 3.7 below.

(b) Each Tag-Along Stockholder shall make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Stockholder makes or provides in connection with the Tag-Along Sale; *provided*, that each Tag-Along Stockholder shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Common Stock, authorization, execution and delivery of relevant documents, enforceability of such documents against the Tag-Along Stockholder, and other matters relating to such Tag-Along Stockholder, but not with respect to any of the foregoing with respect to any other Stockholders or their Common Stock; *provided, further*, that all representations, warranties, covenants and indemnities shall be made by the Selling Stockholder and each Tag-Along Stockholder severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Selling Stockholder and each Tag-Along Stockholder, in each case in an amount not to exceed the aggregate proceeds received by the Selling Stockholder and each such Tag-Along Stockholder in connection with the Tag-Along Sale.

3.6 Cooperation. Each Tag-Along Stockholder shall take all actions as may be reasonably necessary to consummate the Tag-Along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Selling Stockholder, but subject to Section 3.5(b).

3.7 Expenses. The fees and expenses of the Selling Stockholder incurred in connection with a Tag-Along Sale and for the benefit of all Tag-Along Stockholders (it being understood that costs incurred by or on behalf of a Selling Stockholder for its sole benefit will not be considered to be for the benefit of all Tag-Along Stockholders), to the extent not paid or reimbursed by the Company or the Proposed Transferee, shall be shared by the Selling Stockholder and all the participating Tag-Along Stockholders on a pro rata basis, based on the consideration received by each such Stockholder; *provided*, that no Tag-Along Stockholder shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Tag-Along Sale.

3.8 Consummation of Sale. The Selling Stockholder shall have sixty (60) days following the expiration of the Tag-Along Period in which to consummate the Tag-Along Sale, on terms not more favorable to the Selling Stockholder than those set forth in the Tag-Along Notice (which such 60-day period may be extended for a reasonable time not to exceed an additional thirty (30) days to the extent reasonably necessary to obtain required approvals or consents from any governmental authority). If at the end of such period the Selling Stockholder has not completed the Tag-Along Sale, the Selling Stockholder may not then effect a transfer that is subject to this ARTICLE 3 without again fully complying with the provisions of this ARTICLE 3.

ARTICLE 4
REDEMPTION RIGHTS/PUT OPTION

4.1 Put Right. The Company hereby grants to the Investor an option to sell to the Company, and the Company is obligated to purchase from the Investor, all of the Common Stock then owned by the Investor, which right may be waived at the option of the Investor, any such waiver being irrevocable (the "Put Option"). The Investor may exercise the Put Option at any time during the ten (10) business day consecutive period following the applicable event as set forth in Section 4 of the Investment Agreement which gives rise to the redemption of shares purchased by the Investor, by delivering written

notice of such exercise to the Company. In the event that the Investor exercises the Put Option, the price to be paid by the Company to the Investor for each share of the Company Common Stock then owned by the Investor and that are the subject of such exercise will be an amount equal to the aggregate funding by the Investor through the date the Investor exercises the Put Option, plus reasonable legal fees incurred by the Investor in connection with exercising the Put Option.

4.2 Enforceability; Secondary Put.

(a) Investor is entering into this Agreement in reliance upon the enforceability of its provisions in the event of a conflict with the Delaware General Corporation Law ("DGCL"), the certificate of incorporation of the Company, as may be amended or restated, and the bylaws of the Company (as may be amended or restated, and together with the certificate of incorporation, the "Company Constituent Documents"). The Company hereby grants to the Investor an option to sell to the Company, and the Company is obligated to purchase from the Investor, all of the Common Stock then owned by the Investor if a court of competent jurisdiction rules that this Agreement, or any provision of it, is unenforceable by reason of a conflict with the DGCL or the Company Constituent Documents, which right may be waived at the option of the Investor, and any such waiver being irrevocable (the "Secondary Put Option"). The Investor may exercise the Secondary Put Option at any time during the ten (10) business day consecutive period following the issuance of a final ruling of a court of competent jurisdiction that this Agreement, or any provision of it, is unenforceable by reason of a conflict with the DGCL or the Company Constituent Documents by delivering written notice of such exercise to the Company. In the event that the Investor exercises the Secondary Put Option, the price to be paid by the Company to the Investor for each share of the Company Common Stock then owned by the Investor and that are the subject of such exercise will be an amount equal to the greater of (i) the aggregate funding by the Investor through the date the Investor exercises the Secondary Put Option, or (b) the aggregate Fair Market Value of such Company Common Stock (determined without regard to any discount for minority ownership, lack of marketability, or otherwise). Additionally, the Company will pay the reasonable legal fees incurred by the Investor in connection with exercising the Secondary Put Option.

(b) Fair Market Value of Company Common Stock.

(i) Within twenty (20) days following delivery by Investor of a written notice of its exercise of the Secondary Put Option, the Company shall provide Investor with the Company's determination of the Fair Market Value of the Company Common Stock, including the underlying value of the Company's business and assets and the calculation of the Fair Market Value. If Investor delivers a written dispute of such Fair Market Value within ten (10) business days after receipt, and an agreement of the Fair Market Value of the Company Common Stock of Investor cannot be reached within ten (10) business days following such notice, then the Company and Investor each shall select an expert.

(ii) Each expert selected shall determine the Fair Market Value of the Company Common Stock (determined without regard to any discount for minority ownership, lack of marketability, or otherwise). The experts shall assume that the value to be arrived at should represent the fair value of the underlying assets, without regard to (i) any indebtedness or other actual or contingent liabilities to which such asset is subject or associated with such asset and estimated costs of sale, (ii) temporary market fluctuations or aberrations, or

(iii) assuming a plan of orderly disposition of such asset which does not involve unreasonable delays in cash realization. If the two determinations are within ten percent (10%) of each other, the Fair Market Value shall be the average of the two determinations. If the two determinations are not within ten percent (10%) of each other, the Fair Market Value shall be the average of the two determinations unless either the Company or Investor object within two (2) business days of each party's receipt of the Fair Market Value of both experts, in which case the two experts shall select a third expert to make a determination of the Fair Market Value of such assets or Membership Interest. If the third determination exceeds the prior two determinations, the Fair Market Value shall equal the average of the two higher determinations. If the third determination is less than the prior two determinations, the Fair Market Value shall equal the average of the lower two determinations. If the third determination is equal to or between the prior two determinations, the Fair Market Value shall equal the third determination. The fees and expenses of any such experts shall be paid by the party whose assertion of the Fair Market Value was farthest from that of the final Fair Market Value determined by the foregoing experts, provided, that if such final Fair Market Value is approximately equally between both party's assertions of Fair Market Value, the fees and expenses of such experts shall be paid equally by the parties to which such Fair Market Value is relevant.

4.3 Closing of Put. The closing (a "Put Option Closing") for the purchase and sale pursuant to (a) the Put Option will take place at the executive offices of the Company on the date specified in such notice of exercise; *provided*, that the date of the closing of such purchase and sale will take place no fewer than thirty (30) nor more than sixty (60) days after the date of such notice; or (b) the Secondary Put Option will take place at the executive offices of the Company on a date specified by the Investor following determine of the purchase price; provided, that the date of the closing of such purchase and sale will take place no fewer than thirty (30) nor more than sixty (60) days after the date of the determination of the purchase price. At any Put Option Closing, the Investor will deliver good and marketable title to the Company Common Stock being purchased and sold, duly endorsed in blank and otherwise in good form for transfer (if applicable), free and clear of any lien, charge, claim, or encumbrance other than this Agreement. In consideration for the same, the Company will deliver the consideration in cash.

4.4 Noninterference; Termination Upon Put Option Closing. Upon receipt of notice of a Put Option or a Secondary Put Option, the Investor shall not, and the Investor shall cause its representatives or designees to not, interfere, hinder, delay, or impair the Company's ability to consummate the Put Option Closing, including, but not limited to, exercise of the Investor's rights contained in ARTICLE 6 herein. Upon a Put Option Closing, this Agreement shall terminate automatically and shall be of no further force and effect.

ARTICLE 5
CALL OPTION

5.1 Call Right. The Investor hereby grants to the Company the right and option to purchase from the Investor, and upon the exercise of such right and option, the Investor shall have the obligation to sell to the Company (the "Call Option"), a portion of the Common Stock then held by the Investor equal to a percentage, the numerator of which is the balance of committed but unpaid funding under the Investment Agreement and the denominator of which is the total funding commitment under the Investment Agreement. If such formula results in fractional shares, then the portion of Common Stock

owned by the Investor that is subject to the Call Option shall be rounded up to the nearest whole share. The Company may exercise the Call Option at any time beginning thirty (30) days after satisfying the conditions (and for clarity the parties acknowledge that satisfaction of certain conditions are subject to the reasonable or sole discretion of JM Cox) that constitute Milestone 2 (as defined in the Investment Agreement) by delivering written notice of such exercise to the Investor. In the event that the Company exercises the Call Option, the price to be paid to the Investor per share of Common Stock to be sold pursuant to the Call Option will be $1.00 per share. Upon full funding of the amount specified in the Investment Agreement, this Call Option shall terminate.

5.2 Closing of Call. The closing (a "Call Option Closing") for the purchase and sale pursuant to the Call Option will take place at the executive offices of the Company on the date specified in such notice of exercise; *provided*, that the date of the closing of such purchase and sale will take place no fewer than thirty (30) nor more than sixty (60) days after the date of such notice. At any Call Option Closing, the Investor will deliver good and marketable title to the Common Stock being purchased and sold, duly endorsed in blank and otherwise in good form for transfer (if applicable), free and clear of any lien, charge, claim, or encumbrance other than this Agreement. In consideration for the same, the Company will deliver the consideration in cash.

5.3 Noninterference; Termination Upon Call Option Closing. Upon receipt of notice of a Call Option, the Investor shall not, and the Investor shall cause its representatives or designees to not, interfere, hinder, delay, or impair the Company's ability to consummate the Call Option Closing, including, but not limited to, exercise of the Investor's rights contained in ARTICLE 6 herein. Upon a Call Option Closing, ARTICLE 6 shall terminate automatically and shall be of no further force and effect.

ARTICLE 6
NEGATIVE COVENANTS

6.1 Negative Covenants. As long as the Investor owns Common Stock in the Company, the Company shall not (unless it has received the prior written consent of the Investor):

(a) Enter into any transaction, contract or arrangement with any affiliate, shareholder, director, officer, manager, or affiliate of any of the foregoing, including, without limitation, setting salary or other compensation for any officer, director or manager who is also a shareholder or other equity owner in the Company or any of its affiliates beyond what the applicable governing party reasonably deems to be reasonable and customary.

(b) Hire or terminate any executive-level officer or any one or more of the individuals listed on Exhibit B hereto (each, a "Founder"), *provided*, that the terms for hiring Founders that are reasonable market terms and that are disclosed to the Investor prior to the hiring of such person shall not require consent of the Investor, and *provided, further*, that any termination of a person described above for Cause shall not require consent of the Investor (where "Cause" means: (i) such person commits a crime involving dishonesty, breach of trust, or physical harm to any person; (ii) such person willfully engages in conduct that is in bad faith and materially injurious to the Company, including but not limited to, misappropriation of trade secrets, fraud or embezzlement; (iii) such person willfully refuses to implement or follow a lawful policy or directive of the Company, which breach is not cured within twenty days after written notice to such person from the Company; or (v) such person engages in misfeasance or malfeasance demonstrated by a pattern of failure to perform job duties diligently and professionally);

(c) Adopt any capital budget for a project;

(d) Approve each annual budget that is materially different from the prior period's annual budget;

(e) Materially change the business activities of the Company or any of its Subsidiaries as currently conducted or as contemplated upon the formation of any such Subsidiary, or enter into, or permit any affiliate to enter into, the ownership, active management or operation of any business that is not related to the current business activities of the Company and its affiliates;

(f) Undertake a voluntary bankruptcy filing or otherwise seek the benefit of creditor protection statutes;

(g) Enter into any partnership or other joint venture with any third party;

(h) Sell, license or otherwise convey any rights in intellectual property or other material assets of the Company or any of its affiliates to any party other than a Subsidiary of the Company;

(i) Initiate an initial public offering of Equity Securities or permit any of its Subsidiaries or any of their respective corporate successors to consummate any initial public offering of equity securities; or

(j) Directly or indirectly redeem, repurchase or otherwise acquire, or permit any of its affiliates to redeem, purchase or otherwise acquire, any of the Company's or any affiliate's Equity Securities or other ownership interests.

6.2 No Fiduciary Duty. The rights of Investor set forth in this ARTICLE 6 shall not create fiduciary duties of Investor to the Company, any other shareholder in the Company, or any other person.

6.3 Termination. Notwithstanding any other provision of this Agreement, upon the later of (a) 12:01 a.m. Central Time, on January 1, 2019 or (b) when Company or any other subsidiary of UK Holdings, individually or in the aggregate, has raised additional equity capital commitments from third parties unrelated to Investor or affiliates of Investor and as evidenced by delivery to Investor of (i) an executed counterparty to a subscription agreement, or similar agreement evidencing a commitment to acquire equity in the Company and (ii) an affidavit of receipt in full of funds reflecting such subscription commitment, equal to or in excess of Investor's aggregate investment in Company and UK Holdings, this ARTICLE 6 shall terminate automatically and shall be of no further force and effect.

ARTICLE 7
GOVERNANCE

7.1 Investor Designees as Directors. The Investor shall have the right to designate and have elected one (1) member of the Board, and one (1) member of the board of directors or managers of any other direct or indirect subsidiary of the Company ("Subsidiary") that has a board of directors or similar governance structure. Investor may require such designee to be removed from the Board or such board upon written notice to the Company or the applicable Subsidiary. No such designee may be removed from the Board or such board without Investor's approval other than for Cause. Any vacancy caused by the death, removal, resignation or other event of Investor's designee shall be filled by a new designee of Investor, who shall promptly be elected to the Board or such board. As necessary to

accomplish the foregoing, the constituent documents of the Company shall be modified, and/or the directors of the Company shall cause the size of the Board to increase.

7.2 Agreement to Vote. Each Party who has an applicable voting right, including without limitation by reason of ownership of stock or other equity of a Subsidiary, agrees to vote all Common Stock or other equity interests owned or controlled by such Party to effectuate the intent of Section 7.1.

ARTICLE 8
MISCELLANEOUS

8.1 Company Representation. The Company hereby represents and warrants to the Investor that the execution, delivery and performance of this Agreement by the Company have been duly authorized by all necessary action of the Board of the Company, that the rights granted to the Investor hereunder are authorized by the certificate of incorporation and bylaws of the Company, and that this Agreement constitutes a valid and binding obligation of the Company, enforceable in accordance with its terms and conditions.

8.2 Entire Agreement. This Agreement, together with the Investment Agreement and the Subscription Agreement, constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, that may have related in any way to the subject matter hereof, *provided*, that the Parties acknowledge that certain provisions of the Investment Agreement are incorporated herein by reference or have a broader application than to just the Company, and that such provisions are not superseded by this Agreement. To the extent that there is a conflict between any provision of this Agreement and any provision of the Company Constituent Documents, the provisions of this Agreement shall control, as between the Parties.

8.3 Amendments and Waivers. No amendment or waiver of any provision of this Agreement will be valid unless the same is in writing and signed by the Company and the Investor. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8.4 Beneficiaries. This Agreement and all of the provisions hereof will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns. This Agreement will not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

8.5 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by the Company, in whole or in part, except by operation of law. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by the Investor, in whole or in part, except in connection with (and in proportion to) the otherwise permitted transfer of the Subject Shares to which such rights and obligations relate. Any purported assignment in violation of this Section 8.5 will be null and void.

8.6 Joinder.

(a) Each Party agrees that it will not transfer, or permit or recognize the transfer, directly or indirectly, of any Common Stock, or issue any new Common Stock, unless,

prior to the consummation of any such transfer or issuance the person to whom such Common Stock is proposed to be transferred or issued (i) executes and delivers to the Company a joinder, in form and substance satisfactory to the Company and Investor, to this Agreement.

(b) Anything in this Section 8.6 to the contrary notwithstanding, the provisions of this Section 8.6 shall not be applicable to any transfer or issuance of Common Stock pursuant to an initial public offering.

8.7 Termination. This Agreement will terminate and be of no further force or effect upon the earliest to occur of (a) the written agreement of the Company and the Investor, (b) the acquisition by a single person or entity of all of the equity securities of the Company or (c) the dissolution of the Company. The Investor will cease to be a party to this Agreement, automatically, if the Investor no longer owns any Subject Shares or any interest therein.

8.8 Further Assurances. Each Party covenants and agrees that, at the request of any other Party and without further consideration, it will provide, execute and/or deliver such documents or instruments, and take such actions, as the requesting Party or its counsel may reasonably deem necessary or desirable in order to consummate or otherwise to implement the transactions contemplated by this Agreement.

8.9 Governing Law; Venue. This Agreement will be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any action or proceeding against the parties relating in any way to this agreement may be brought and enforced in the state or federal courts in Dallas, Texas, and the parties submit to the jurisdiction of such courts in respect of any such action or proceeding brought in such courts. The parties waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any such action or proceeding in such courts and any claim that any such action or proceeding brought in any such court has been brought in any inconvenient forum.

8.10 **WAIVER OF JURY TRIAL.**

(a) **WAIVER. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

(b) **CERTIFICATION. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION.**

8.11 Equitable Remedies. Each Party acknowledges and agrees that each other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that each

other Party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which it may be entitled, in this Agreement, at law or in equity.

8.12 Expenses. Except as provided in Section 3.7, each Party will bear its own expenses (including fees and disbursements of legal counsel, accountants, financial advisors and other professional advisors) incurred in connection with the preparation, negotiation, execution, delivery and performance of this Agreement.

8.13 Notices. All notices or other communications given or made under this Agreement will be in writing and will be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid. Notices or other communications to the Company must be sent to the Company at the address set forth below and notices or other communications given to the Investor must be sent to the Investor at both the email address and the mailing address set forth on the Investor's counterpart signature page to this Agreement, in each case as such address(es) may be updated by such Party pursuant to a notice given in accordance with this section.

If to the Company:

Eden Green Holdings UK, Ltd.
2101 Cedar Springs Road, Suite 1202
Dallas, TX 75201
Attention: Trey Thomas

With a copy to (which will not constitute notice):

Norton Rose Fulbright US, LLP
300 Convent Street, Suite 2200
San Antonio, Texas 78205-3792
Attention: Jay E.S. Greathouse

8.14 Construction. In the event of an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumptions or burdens of proof will arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.

8.15 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the court making the determination of invalidity or unenforceability will have the power to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

8.16 Drafting Conventions. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used herein has a comparable meaning whether used in a

masculine, feminine or gender-neutral form. As used in this Agreement, the word "including" will be deemed to mean "including, without limitation" and, unless otherwise expressly provided, will not limit the words or terms preceding such word.

8.17 Time of the Essence. Time is of the essence to this Agreement.

8.18 Counterparts. This Agreement will be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile, photo or electronic signature and such facsimile, photo or electronic signature will constitute an original for all purposes.

* * * * *

{Remainder of Page Intentionally Left Blank;
Signature Page Follows}

IN WITNESS WHEREOF, the Company has executed this Investor Rights Agreement as of the date first above written.

COMPANY:

EDEN GREEN US & CARIBBEAN PRODUCE HOLDINGS, INC., a Delaware corporation

By: _____
Name: Grady G. Thomas, III
Title: President & CEO

IN WITNESS WHEREOF, the undersigned Investor has executed this Investor Rights Agreement as of the date set forth below.

Signature for Individuals

_____
{Signature of Investor}

_____
{Signature of Joint Investor (if applicable)}

_____
{Printed Name(s)}

Signature for Entities (i.e., for trusts, corporations, partnerships, LLCs and other organizations)

Cox-Eden LP
{Name of Entity}

Limited Partnership
{Jurisdiction & Type of Entity}

[signature]
{Signature of Authorized Person}

VP of GP
{Capacity of Authorized Person}

Dated: March 19, 2018

Address for Notices:

4420 Amherst
Dallas, Tx 75225

Email: Matthew@jmctm.com

{Investor's Counterpart Signature Page to Investor Rights Agreement }

Exhibit A

Investment Agreement

[*Attached hereto*.]

AMENDED AND RESTATED INVESTMENT AGREEMENT

This Amended and Restated Investment Agreement (as may be amended, this "Agreement") is made and entered into effective as of the 28th day of February, 2018 (the "Effective Date"), by and among **JM Cox Legacy, LP**, a Texas limited partnership ("JM Cox"), for itself and on behalf of Cox-Eden, L.P., a Delaware limited partnership (the "Cox UK Investor" and together with JM Cox, each a "Cox Entity"), **Serenus Partners, LLC**, a Texas limited liability company ("Serenus"), **Eden Green Holdings UK, Ltd.**, a private limited company ("Eden UK"), and **Eden Green US & Caribbean Produce Holdings, Inc.**, a Delaware corporation ("Eden Produce"). As investors in either Eden UK or Eden Produce, as applicable, the Cox UK Investor and Serenus may be referred to herein individually as an "Investor" and together as the "Investors."

WHEREAS, the Parties entered into that certain Investment Agreement dated December 29, 2017 (the "Original Investment Agreement"), which memorialized the investment Cox Entities would make in each of Eden UK and Eden Produce, along with certain agreements in connection with such investments.

WHEREAS, the Parties entered into that certain First Amendment to Investment Agreement dated February 15, 2018, whereby the Parties agreed to extend the dates found in Section 4.a to February 28, 2018.

WHEREAS, after further negotiation, the Parties believe it is in their best interest to amend and restate the Original Investment Agreement, as amended, with this Agreement to separate the governance rights of JM Cox at the Eden UK level and the Eden Produce level, to revise how the Cox UK Investor shares are treated for issuance purposes and to extend additional time for purposes of Section 4.a.

NOW, THEREFORE, in consideration for the mutual covenants set forth herein and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Investment in Eden UK. Subject to Section 4.f, a Cox Entity (the "Cox UK Investor") will contribute an aggregate Ten Million Seventy Two and 71/100 Dollars (US$ $10,000,072.71) to Eden UK in consideration for One Hundred Fourteen Thousand One Hundred Seventeen (114,117) Class A shares of Ordinary Shares of Eden UK on the following terms:

    a. Two Million Five Hundred Thousand Dollars (US$2,500,000) ("Initial UK Funding") will be contributed to Eden UK concurrently with both (x) the execution of this Agreement by all parties hereto, and (y) the execution by Eden UK and Cox UK Investor of a subscription agreement in form and substance reasonably satisfactory to Eden UK and JM Cox. The entire 114,117 Class A shares will be issued to Cox UK Investor concurrently with the Initial UK Funding; such shares shall be fully paid, and the Second UK Funding and Final UK Funding shall be considered additional premium attributable to the satisfaction of the applicable conditions for such funding.

    b. Two Million Five Hundred Thousand Dollars (US$2,500,000) ("Second UK Funding") will be contributed to Eden UK upon the later of (x) satisfaction by Eden UK in the reasonable discretion of JM Cox to the conditions set forth in Sections 1.b.i-1.b.iv and 2.b.i-2.b.ii, and (y) the execution of definitive documents necessary to effectuate the transactions set forth in this Agreement as described in Section 9 (such conditions being collectively referred to as "Milestone 1").

i. That certain Closing Letter Agreement dated August 7, 2017, between Eden UK, Eden Green International Pty Ltd, a limited private company organized and existing under the laws of the Republic of South Africa ("Eden GreenIn"), Eden Green Innovation Pty Ltd., a limited private company organized and existing under the laws of the Republic of South Africa ("Eden Green SA"),and Eden Green Manufacturing Pty Ltd., a limited private company organized and existing under the laws of the Republic of South Africa ("Eden Green Man", and together with Eden GreenIn and Eden Green SA, the "Companies"'), Jacques Mauritz Van Buuren ("JMVB"), Eugene Van Buuren ("EVB"), and Jan Gerhardus Ehlers ("JGE", and together with JMVB and EVB, the "Founders"), as amended by that certain Amendment and Restatement Letter dated December 11, 2017 (collectively, the "Closing Letter Agreement"), which by its terms terminates on January 4, 2018, is extended through at least February 28, 2018 and automatically longer as long as the process for transfer of intellectual property from Eden GreenIn to an affiliate of Eden Green UK is pending, or replaced with a document similar in nature based on Eden UK counsel's advice for obtaining South African Reserve Bank approval (together with the ultimate patent approvals or exchange control approvals, the "RSA IP Transfer Process"), and Eden UK shall cause the RSA IP Transfer Process to commence on or before January 31, 2018;

ii. Satisfaction of Eden UK and JM Cox in their respective sole discretion that Eden UK has actual full and binding sole rights to the assets needed for its proposed activities, other than the RSA IP Transfer Process.

iii. The execution by Eden UK and the Founders of warrants for shares of Eden UK for the benefit of the Founders reasonably satisfactory to Eden UK and JM Cox.

iv. Satisfactory response to all applicable due diligence matters; as of the Effective Date, the matters set forth on Exhibit A are due diligence matters that are outstanding.

c. Five Million Seventy Two and 71/100 Dollars (US$5,000,072.71) ("Final UK Funding") will be contributed to Eden UK upon either (x) the successful transfer of South African intellectual property based upon the advice of Eden UK's United Kingdom counsel (so long as such advice does not require a subsequent material restructure of Eden UK or the ownership and governance of Eden UK other than as set forth in the current constituent documents of Eden UK, as proposed to be modified as set forth in this Agreement), or (y) if Eden UK reasonably determines that such transfer will not occur, then termination of the RSA IP Transfer Process and implementation of an alternative which is satisfactory to JM Cox in its reasonable discretion (such conditions being referred to as "Milestone 2").

2. Investment in Eden Produce. Subject to Section 4.f below, Cox UK Investor (in such capacity, the "Cox Produce Investor") will contribute an aggregate Ten Million and 08/100 Dollars (US$10,000,000.08) to Eden Produce in consideration for eighteen (18) shares of common stock of Eden Produce on the following terms:

a. Two Million Five Hundred Dollars (US$2,500,000) ("Initial Produce Funding") will be contributed to Eden Produce concurrently with the Initial UK Funding upon (x) the execution of this Agreement by all parties hereto, and (y) the execution by Eden Produce and Cox Produce Investor of a subscription agreement in form and substance reasonably satisfactory to

Eden Produce and JM Cox. The full 18 shares will be issued to Cox Produce Investor concurrently with the Initial Produce Funding.

b. Seven Million Five Hundred Thousand and 08/100 Dollars(US$7,500,000.08) ("Second Final Produce Funding") will be contributed to Eden Produce concurrently with the Second UK Funding upon:

i. Satisfaction of Eden Produce and JM Cox in their respective sole discretion that Eden Produce holds the rights it requires for its proposed activities, other than the RSA IP Transfer Process.

ii. Satisfactory response to all applicable due diligence matters separately stated or reasonably requested by JM Cox.

c. The Cox Produce Investor shall have a pre-emptive right (but not obligation) to participate in future funding rounds of Eden Produce on the same terms as third parties.

3. Issuance to Serenus Partners. Serenus will be issued Twenty Two Thousand Two Hundred Eight One (22,823) Class A shares of common stock of Eden UK on a pro rata basis in accordance with the funding by Cox UK Investor pursuant to Section 1 above (i.e., 5,705 shares concurrently with the Initial UK Funding, 5,705 shares concurrently with the Second UK Funding, and 11,413 shares concurrently with the Final UK Funding). Eden UK and Serenus shall execute a subscription agreement in form and substance reasonably satisfactory to Eden UK and Serenus. If Serenus is obligated to surrender shares in Eden UK pursuant to Section 4 below, then no additional shares of Eden UK shall be issued to Serenus.

4. Redemption of Cox Interests.

a. If the Closing Letter Agreement terminates or lapses, the RSA IP Transfer Process has not commenced by January 31, 2018, or the other requirements for completion of Milestone 1 do not occur by April 15, 2018, then, unless an extension of time is consented to by Cox UK Investor (which consent shall not unreasonably be withheld or be delayed so long as Eden UK is proceeding in good faith to cause such documents to be executed within a short period of time following April 15, 2018), then at the election of Cox UK Investor the shares of Cox UK Investor in Eden UK and the shares of Cox Produce Investor in Eden Produce (collectively, the "Repurchased Shares") shall be repurchased by Eden UK and Eden Produce as set forth below for a purchase price equal to the aggregate funding by Cox UK Investor and Cox Produce Investor through the repurchase date (anticipated to be US$5,000,000) plus the reasonable legal fees incurred by the Cox Entities in connection with such repurchase.

b. If Milestone 2 does not occur by April 15, 2018, then, unless an extension of time is consented to by Cox UK Investor (which consent shall not unreasonably be withheld or be delayed so long as, in the reasonable determination of Cox UK Investor, Eden UK and the Founders are diligently proceeding in good faith to cause Milestone 2 to occur, provided, that Cox UK Investor shall have no obligation to consent to extension past June 1, 2018), then the Repurchased Shares shall be repurchased by Eden UK and Eden Produce as set forth below for a purchase price equal to the aggregate funding by Cox UK Investor and Cox Produce Investor through the repurchase date (anticipated to be US$15,000,000) plus the reasonable legal fees incurred by Cox Entities in connection with such repurchase.

c. If there is a material breach of this Agreement by Eden UK, Eden Produce, or their affiliates (provided that failure to timely meet Milestone 1 or Milestone 2 shall not be deemed a breach), then JM Cox shall have the right to require that the Repurchased Shares be repurchased by Eden UK and Eden Produce as set forth below for a purchase price equal to the aggregate funding by Cox UK Investor and Cox Produce Investor through the repurchase date plus the reasonable legal fees incurred by Cox Entities in connection with such repurchase.

d. The repurchase of the Repurchased Shares shall occur within sixty (60) days after the applicable date set forth above that triggers such repurchase (as may be extended as set forth above). The purchase shall be made by Eden UK and Eden Produce, or their respective designees, for the purchase price set forth above in accordance with customary stock repurchase documents reasonably acceptable to Eden UK, Eden Produce and JM Cox. Upon the closing of any conveyance pursuant to this Section 4, this Agreement will terminate, except Sections 12-20, which shall survive such termination.

e. If the Repurchased Shares are repurchased as set forth in this Section 4, then Serenus will surrender its then-existing shares in Eden UK at the time of such closing.

f. The failure of Milestone 1 or Milestone 2 to timely occur (subject to any extensions of time approved by JM Cox) shall terminate any obligation of any Cox Entity to provide any additional funding to any Eden Entity (as herein defined).

5. Governance.

a. Subject to subsection (c) below, Cox UK Investor shall have the right to designate two (2) members of the board of directors of Eden UK, one (1) member of the board of directors of Eden Produce, and one (1) member of the board of directors or managers of any other direct or indirect subsidiary of Eden UK or Eden Produce (each, an "Eden Entity") that has a board of directors or similar governance structure. Concurrently with the Initial UK Funding, the initial two designees of Cox UK Investor will be elected to the board of directors of Eden UK, and concurrently with the Initial Produce Funding, the initial designee of Cox Produce Investor will be elected to the board of directors of Eden Produce. The constituent documents of each of Eden UK and Eden Produce will be modified, and/or the respective directors will vote to increase the size of the board of directors, as necessary to accomplish the foregoing.

b. No Eden Entity will undertake any of the foregoing activities without the approval of the applicable Cox Entity or its designee (i.e., either as shareholder or director, depending upon the definitive documents establishing such rights), which approval may take the form of a veto right, a supermajority voting threshold that requires the approval of the applicable Cox Entity, or otherwise:

i. authorize additional shares or equity, issue new shares or other securities, or warrants convertible into or options to purchase shares or other equity by Eden UK, if such action would dilute the ownership by the Cox UK Investor below ten percent (10%) on a fully diluted basis;

ii. enter into any transaction, contract or arrangement between an Eden Entity and any shareholder, director, officer, manager, or affiliate of any of the foregoing, including

without limitation setting salary or other compensation for any officer, director or manager who is also a shareholder or other equity owner in any Eden Entity beyond what the applicable governing party reasonably deems to be reasonable and customary;

iii. hiring or terminating any executive-level officer at the C-Suite level, Founder, or founding partners (who shall include Grady Thomas III, Jaco Booyens, Gentry Beach and Eric Schick), and the terms of such hiring or termination, provided, that the terms for hiring Founders or founding partners that are reasonable market terms and that are disclosed to JM Cox prior to the hiring of such person shall not require Cox consent, and provided, further, that any termination of a person described above for "cause" (as reasonably defined in definitive documents) shall not require Cox consent;

iv. adopting any each capital budget for a project; approving each annual budget that is materially different from the prior period's annual budget; and approving any material expansion or contraction of business activities of any Eden Entity;

v. undertaking a voluntary bankruptcy filing or otherwise seeking the benefit of creditor protection statutes;

vi. entering into any partnership or other joint venture with any third party;

vii. selling, licensing or otherwise conveying any rights in intellectual property or other material assets of an Eden Entity to any party other than another Eden Entity;

viii. initiating a public offering of shares or other equity of an Eden Entity; or

ix. redeeming any equity interests in an Eden Entity other than as set forth in Section 4 above.

c. Notwithstanding any other provision of this Agreement, if and when Eden Produce and/or any other subsidiaries of Eden UK have raised additional equity capital from third parties (i.e., from persons other than Cox Entities) in excess of the aggregate funding to Eden Entities from Cox Entities (a "Qualifying Additional Equity Round"), then the special voting rights of the Cox Entities regarding Eden Produce shall terminate with respect to the matters set forth in subsection (b)(ii)-(ix) above.

d. Notwithstanding any other provision of this Agreement, upon the later of (i) the occurrence of a Qualifying Additional Equity Round or (ii) 12:01 a.m. Central Time, on January 1, 2019, (x) the Cox UK Investor shall thereafter only have the right to designate one (1) member of the board of directors of Eden UK, and (y) the special voting rights of the Cox Entities regarding Eden UK shall terminate with respect to the matters set forth in subsection (b)(ii)-(ix) above.

6. Tag-Along. If a majority of the shares or other equity interests in any Eden Entity in which a Cox Entity directly holds shares or other equity interests are offered for sale, or are otherwise to be conveyed, to a third party (excluding estate planning and similar "internal" transfers), then Cox Entities will have the right, but not the obligation, to participate in such transfer on substantially the same terms as the other transferors.

7. Call Option. The Investors hereby grant to the applicable Eden Entity, the right and option to purchase from the Investors and upon the exercise of such right and option, the Investors shall have the obligation to sell to the applicable Eden Entity a portion of the common stock of the applicable Eden Entity then held by the applicable Investor equal to a percentage, the numerator of which is the balance of committed but unpaid funding under this Agreement and the denominator of which is the total funding commitment under this Agreement.

8. Other Rights. Notwithstanding any restrictions in any constituent documents of an Eden Entity, the applicable Cox Entity will have the right to review the books and records of such Eden Entity as reasonably requested by such Cox Entity.

9. Documents. The appropriate Eden Entities (and other applicable parties including the Founders and their affiliates) and the applicable Cox Entities shall enter into one or more of the following documents to more fully effectuate Sections 1-8 of this Agreement:

    a. subscription agreements and board consents for the issuance of shares;

    b. shareholder agreements and/or modification of the existing articles of association, certificate of formation, bylaws, or similar constituent documents;

    c. director and shareholder consents and necessary for Eden Entities to authorize the necessary transactions and documents; and

    d. any other documents deemed reasonably necessary by JM Cox, and each reasonably acceptable to JM Cox and Eden UK.

10. Representations of Eden.

a. Eden UK hereby represents and warrants to JM Cox that as of the Effective Date of this Agreement:

i. Eden UK is a private limited company duly formed and validly existing under the laws of England & Wales;

ii. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action of Eden UK and no other proceeding on the part of Seller is necessary to authorize the execution and delivery of this Agreement. This Agreement constitutes a valid and binding obligation of Eden UK, enforceable in accordance with its terms and conditions;

iii. The execution and delivery by Eden UK of this Agreement does not, and the performance by Eden UK of its obligations under this Agreement does not and will not, (x) contravene, conflict with or result in a violation of or default under any legal requirement applicable to Eden UK or any of its assets and properties or require any consent or approval of or any notice or filing with any person, governmental authority or regulatory body or other third party or (y) contravene, conflict with or result in a breach or violation of, or default under, or give rise to any right of acceleration or termination of, any of the terms, conditions or provisions of any note, bond, lease, license, agreement or other instrument or obligation to which Eden UK is a party or by which its assets or properties are bound, which could reasonably be expected to affect Eden UK's performance of its obligations under this Agreement or the consummation of the transactions contemplated hereby;

iv. Except for the intellectual property subject to the RSA IP Transfer Process, the rights to which have been duly licensed to Eden UK, Eden UK has good title to, holds of record and owns beneficially, all assets and rights needed for the existing and currently proposed business activities of Eden UK and its existing subsidiaries; and

v. Other than the Closing Letter Agreement, certain warrants to be issued to the Founders for 430,000 Class B shares of Ordinary Shares of Eden UK and 4,221 Class A shares of Ordinary Shares to be issued to existing shareholders which is pending, (x) Eden UK is not a party to any agreement (including, without limitation, any voting trust, proxy or other agreement with respect to the voting of any shares in Eden UK), written or oral, regarding the issuance of shares in Eden UK and (y) there are no outstanding subscriptions, options, warrants, commitments, preemptive rights, agreements, arrangements or commitments of any kind relating to the issuance of any shares or other equity interests in Eden UK.

b. Eden Produce hereby represents and warrants to JM Cox that as of the Effective Date of this Agreement:

i. Eden Produce is a corporation duly formed and validly existing under the laws of the State of Delaware;

ii. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action of Eden Produce and no other proceeding on the part of Seller is necessary to authorize the execution and delivery of this Agreement. This Agreement constitutes a valid and binding obligation of Eden Produce, enforceable in accordance with its terms and conditions;

iii. The execution and delivery by Eden Produce of this Agreement does not, and the performance by Eden Produce of its obligations under this Agreement does not and will not, (x) contravene, conflict with or result in a violation of or default under any legal requirement applicable to Eden Produce or any of its assets and properties or require any consent or approval of or any notice or filing with any person, governmental authority or regulatory body or other third party or (y) contravene, conflict with or result in a breach or violation of, or default under, or give rise to any right of acceleration or termination of, any of the terms, conditions or provisions of any note, bond, lease, license, agreement or other instrument or obligation to which Eden Produce is a party or by which its assets or properties are bound, which could reasonably be expected to affect Eden Produce's performance of its obligations under this Agreement or the consummation of the transactions contemplated hereby;

iv. Eden Produce has good title to, holds of record and owns beneficially or licenses, all assets and rights needed for the existing and currently proposed business activities of Eden Produce and its existing subsidiaries; and

v. Eden Produce is not a party to any agreement (including, without limitation, any voting trust, proxy or other agreement with respect to the voting of any shares in Eden Produce), written or oral, regarding the issuance of shares in Eden Produce and there are no outstanding subscriptions, options, warrants, commitments, preemptive rights, agreements, arrangements or commitments of any kind relating to the issuance of any shares or other equity interests in Eden Produce.

11. Further Assurances. Each party hereto will at any time, and from time to time after the Effective Date, upon reasonable request of the other party, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required or are customary to carry out the intent of this Agreement.

12. Confidentiality. The parties agree that neither party shall disclose any matters set forth in this agreement or disseminate or distribute any information concerning the terms, details or conditions hereof or any of the transactions covered hereby (the "Confidential Information") to any person, without obtaining the express written consent of the other party (which consent each party may withhold in its sole and absolute discretion). Notwithstanding the foregoing, a party may disclose Confidential Information (a) as specifically required by law or court order, (b) to each party's legal or financial advisors, accountants and auditors (provided that all such third parties shall be subject to confidentiality terms with respect to the Confidential Information that are substantially similar to those in this Section 11), (c) as may be necessary to pursue litigation between the parties with respect to the subject matter of this agreement, and (d) to current or prospective investors of a party.

13. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of Texas without regard to its conflicts of law principles. Any action or proceeding against the

parties relating in any way to this agreement may be brought and enforced in the state or federal courts in Dallas, Texas, and the parties submit to the jurisdiction of such courts in respect of any such action or proceeding brought in such courts. The parties waive, to the fullest extent permitted by law, any objection that they may now may now or hereafter have to the laying of venue of any such action or proceeding in such courts and any claim that any such action or proceeding brought in any such court has been brought in any inconvenient forum.

14. Amendment. This Agreement embodies the entire agreement between the parties hereto concerning the subject matters mentioned herein and supersedes all previous discussions, correspondence, understandings and agreements, whether written or oral, with respect to such matters. In the event of any conflict between the provisions of Section 1 of this Agreement and any contemporaneous or subsequent subscription agreement or other documents between the parties, Section 1 of the Agreement shall prevail unless such other agreement or document explicitly by reference modifies the provisions of Section 1 of this Agreement. This Agreement may only be amended by the unanimous consent of the parties hereto, provided, that upon execution of applicable documents pursuant to Section 9, the appropriate sections of this Agreement shall be superseded thereby.

15. Notices. All notices and other communications necessary or contemplated under this Agreement shall be in writing and shall be deemed to have been duly delivered two business days after mailing by certified mail; when delivered by hand; or one day after sending by overnight delivery service, to the respective addresses of the parties set forth on the signature page hereto.

16. Assignment. No party hereto may make any assignment of this Agreement, or any interest in it, by operation of law or otherwise, without the prior consent of the other party; provided, however, that (a) JM Cox may designate affiliates to make investments in Eden Entities in compliance with applicable securities laws and regulations, and (b) designated Eden Entities may appoint designees for undertaking specified actions set forth in this Agreement as explicitly specified herein. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

17. Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and

affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all of the parties had executed a single signature page.

21. Satisfaction of Conditions as of Effective Date. The parties acknowledge and agree that Sections 1.a, 1.b.i, 1.b.iii, 1.b.iv, 2.a, and 2.b.ii have been satisfied.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Agreement is executed by the undersigned to be effective as of the Effective Date.

JM COX LEGACY LP

By: JM Cox Legacy Management, LLC, general partner

By: _____
Name: Matthew McMahon
Title: VP of GP

SERENUS PARTNERS LLC

By: _____
Name: Matthew McMahon
Title: Co-Manager

EDEN GREEN HOLDINGS UK LTD.

By: _____
Name: Grady G. Thomas III
Title: Director

EDEN GREEN US & CARIBBEAN PRODUCE HOLDINGS, INC.

By: _____
Name: Grady G. Thomas III
Title: President & CEO

This Agreement is executed by the undersigned to be effective as of the Effective Date.

JM COX LEGACY LP

By: JM Cox Legacy Management, LLC, general partner

By:_____
Name:
Title:

SERENUS PARTNERS LLC

By:_____
Name:
Title:

EDEN GREEN HOLDINGS UK LTD.

By:_____
Name: Grady G. Thomas III
Title: Director

EDEN GREEN US & CARIBBEAN PRODUCE HOLDINGS, INC.

By:_____
Name: Grady G. Thomas III
Title: President & CEO

Outstanding Due Diligence Items

1. The original South African patent was not provided, but the international patent application that was provided says the applicant is Eden Green Hydroponics International (Pty) Ltd. The Closing Letter Agreement references Eden Green International Pty Ltd. (and other companies), but not Eden Green Hydroponics International (Pty) Ltd.

    a. Are these intended to be the same company?

    b. The patent application references an earlier South African patent application number 2014/02082. Is this being acquired? If not, is it relevant to what is being acquired?

    c. It appears from on-line research that a South African patent was granted on October 26, 2016. Is this correct? Is a copy of the final patent available? Is there anything else required for the patent process to be complete?

    d. Please provide copies of the licenses by which the purchaser has rights to the patents.

2. The Closing Letter Agreement states the intent to purchase the assets of Eden Green International Pty Ltd. and related companies. In the meeting on December 18, it was stated that the companies themselves were also being purchased.

    a. Please clarify – are the assets being acquired through the purchase of the companies, or are both the entities and their respective assets being acquired separately.

    b. Please provide copies of the constituent documents of the companies to be purchased.

    c. Please provide a closing checklist or similar list of documents necessary to wrap up the acquisition (e.g., bill of sale, releases, stock transfer documents, etc.).

3. Cleburne

    a. Please provide a copy of the signed Walmart vendor agreement and any similar agreements.

    b. Please provide a copy of a license or other document by which the US entities have the rights to use the patent and conduct their businesses.

4. The use-of-funds schedule previously provided references payments to previous licensees. Please identify such licensees and whether they are releasing claims in exchange for the payments. What documents are involved?

5. It has been represented that $2,000,000 was raised in the “seed investor series A” round, but the capitalization table provide does not evidence this (it shows only an aggregate number of $2,300,000 which we believe to be incorrect because the shares issued to Beach Family Trust were for services rather than cash). Please provide reasonable evidence of the receipt of $2,000,000 from this round.

6. The bylaws of Eden Green US & Caribbean Produce Holdings Inc. authorize only four directors, but in November five were appointed. Were the bylaws changed, is there a director consent increasing the number of directors, or is this an error?

Exhibit B

Founders

1. Grady G. Thomas, III
2. Eric Schick
3. Gentry Beach
4. Jaco Booyens
5. Eugene van Buuren
6. Gerhard Ehlers
7. Jacques van Buuren

EXHIBIT B

CAUSE NO. DC-18-16392

COX-EDEN, L.P.,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
v.	§	
	§	
EDEN GREEN US & CARIBBEAN	§	
PRODUCE HOLDINGS, INC. and EDEN	§	DALLAS COUNTY, TEXAS
GREEN HOLDINGS UK, LTD.,	§	
	§	
Defendants.	§	
	§	160th JUDICIAL DISTRICT

AFFIDAVIT OF ANDREW BAKER

BEFORE ME, the undersigned authority, on this day personally appeared Andrew Baker, who being duly sworn, stated as follows:

1. My name is Andrew Baker. I am over 21 years old, and I am competent to make this Affidavit in all respects. The facts stated in this Affidavit are true and correct and based on my personal knowledge, information made known to me during my role as an independent financial consultant retained by Cox-Eden, L.P.'s counsel to analyze the books and records of Eden Green US & Caribbean Produce Holdings, Inc. ("Eden Produce") and Eden Green Holdings UK, Ltd.'s ("Eden UK") (collectively, "Eden Green"), and my reading of the documents and communications discussed herein.

2. I am a Managing Director at Riveron Consulting, an independent financial consulting firm. I have been employed by Riveron Consulting, LLC for over four years in this capacity. In October 2018, I was retained by Cox-Eden's counsel to conduct an analysis of the 2018 financial books and records for Eden Green.

3. On October 25, 2018, I met with the interim Chief Financial Officer, Kyle Elam, who serves as a contractor with Eden Green. My understanding is that Mr. Elam has worked on

behalf of Eden Green for over a year in this role. At our meeting, Mr. Elam provided a number of documents responsive to Cox- Eden's data requests.

4. Based on my reading of these documents and third-party bank statements, I created the cash flow chart attached as Exhibit B-1. As seen in Exhibit B-1, Eden Green has paid approximately $19,438,000 from January 1, 2018 to October 25, 2018, over $2,000,000 of which was spent on salaries, and still owes employees and creditors an additional $3,672,000 as of October 25, 2018.

5. In addition to the attached cash flow table, the documents also revealed that Eden Green had a cash balance of $613,125.65 as of October 25, 2018 and had recorded less than $9,000 in revenue in 2018.

6. Given the burn rate shown in Exhibit B-1, Eden Green's remaining cash balance of $613,125.65, and the fact that Eden Green has recorded less than $9,000 in revenue for 2018, Eden Green is nearing imminent insolvency. Specifically, I estimate that Eden Green will be unable to pay its debts and will be effectively insolvent by the end of 2018 at the latest, absent significant financial improvement.

7. Despite nearing insolvency, Eden Green continues to make substantial salary payments to some of its officers. As of the last payroll information that I was provided, Eden Green continues to pay at least two officers annual salaries of $250,000.

8. Concerned with my findings from the initial document, on November 1, 2018, I sent a follow-up email to Mr. Elam seeking additional financial records and other documents to complete my assessment of Eden Green's books and records. However, Mr. Elam refused to provide the requested documents, citing the pending litigation. I understand that Cox Eden's

counsel attempted to obtain the requested information from Eden Green's corporate attorney without success. True and correct copies of these communications are attached to this affidavit as Exhibit B-2.

9. As of the date of this affidavit, Eden Green has not provided me with the necessary information to complete my analysis of the books and records. As a result, I have been unable to provide a complete my financial assessment to Cox-Eden and will remain unable to do so until I have been provided with all necessary information.

Andrew Baker

STATE OF TEXAS §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO BEFORE ME on this the 6th day of November, 2018, to certify which witness my hand and seal of office.

SHAMA SATTAR
Notary Public, State of Texas
Comm. Expires 07-21-2020
Notary ID 128975046

Notary Public for the State of Texas

My commission expires: 07-21-2020

EXHIBIT B-1

Outgoing Cash flows

In $000's	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18 *	Total
Greenhouse											
Telios Construction Management	289	587	-	1,268	-	880	347	-	848	-	4,719
Hill & Wilkinson	288	765	-	1,420	-	334	-	64	-	-	2,871
Conley's MFG & Sales	100	-	-	226	3	131	-	-	-	-	460
Jabil Circuit, Inc.	130	99	33	120	-	7	-	-	-	-	389
Heinzen LLC	7	-	-	7	-	84	-	-	111	-	210
ESI Design Services, Inc.	112	-	-	264	-	-	-	-	-	-	376
C.H. Robinson International, Inc.	-	0	-	85	72	-	-	-	-	-	158
Jones Lang LaSalle Americas, Inc.	31	30	61	31	61	30	30	-	-	-	274
All others	80	9	45	142	132	15	-	6	4	-	432
Greenhouse total	1,037	1,490	139	3,563	268	1,482	877	70	962	-	9,889
Other:											
Credit card payments	12	40	27	27	46	108	79	130	55	37	559
Nadfinlo Plastics Industry Co LTD	205	-	-	-	-	-	-	-	-	-	205
Trans Texas Surveying and Mapping	-	3	-	-	-	-	-	-	-	-	3
Capital Asset Resources Equipment, LLC	2	-	-	-	-	-	-	-	-	-	2
Paul Baker	1	-	-	-	-	-	-	-	-	-	1
Other total	221	42	27	27	46	108	79	130	55	37	770
Salaries & wages											
Net paid per bank statements	43	180	178	210	212	215	222	167	139	64	1,630
Tax withheld per bank statements	17	55	54	55	55	56	49	32	23	9	404
Total salary & wages	60	235	232	265	267	271	271	199	162	73	2,034
Operating expenses											
Legal & professional	600	147	117	529	118	10	19	19	62	5	1,625
Consulting	150	-	39	38	2,016	13	56	23	23	5	2,364
Advertising & marketing	-	-	-	195	40	483	-	21	73	290	1,101
All other operating expenses	73	34	10	68	26	152	113	80	105	29	690
Total operating expense	823	181	166	831	2,199	658	188	143	263	329	5,780
Cost of goods sold											
Service suppliers	-	-	-	-	2	2	26	10	24	3	67
Supplies & materials	-	-	-	-	20	27	44	78	52	81	302
COGS - Labor	-	-	-	-	-	3	1	139	73	53	270
Total COGS	-	-	-	-	22	33	72	227	148	137	638
Related party loan repayment	125	-	50	75	50	25	-	-	-	-	325
Outgoing Cash flows	**2,265**	**1,948**	**615**	**4,761**	**2,852**	**2,574**	**1,487**	**769**	**1,590**	**576**	**19,438**

Source: Bank statements provided by Management (Jan-18 through Sep-18); QuickBooks financial information for October

** Oct-18 data was only provided through October 25, 2018*

Amounts still due as of October 25, 2018

In $000's	Oct-18 *
Amounts still due as of October 25, 2018	
Accounts payable (Produce)	2,129
Note payable to Benchmark Bank	1,057
Gentry Beach note due (interest is not included)**	175
Accrued salaries	163
Accounts payable (Eden UK)	128
Credit cards payable at Produce	19
Total amounts still due	**3,672**

Source: Internal financials provided by Management

** Oct-18 data was only provided through October 25, 2018*

** Interest payable is TBD and not included in the $175

EXHIBIT B-2

From: Zach Garsek <zgarsek@bgsfirm.com>
Date: November 2, 2018 at 12:30:55 PM CDT
To: Jay Greathouse <jay.greathouse@nortonrosefulbright.com>
Subject: Fwd: Open items

Jay,

See below. Please confirm as soon as possible today that the requested information will be provided. As you know, this information is required to be provided per the Investor Rights Agreement to protect Cox-Eden's [$20 million] investment in a closely held entity.

Zach

Begin forwarded message:

> **From:** Andy Baker <Andy.Baker@riveron.com>
> **Date:** November 1, 2018 at 5:26:50 PM CDT
> **To:** "zgarsek@bgsfirm.com" <zgarsek@bgsfirm.com>
> **Subject: Fwd: Open items**
>
> See below.
>
> Begin forwarded message:
>
> > **From:** Kyle Elam <kyle@edengreen.com>
> > **Date:** November 1, 2018 at 5:24:12 PM CDT
> > **To:** Andy Baker <andy.baker@riveron.com>
> > **Subject: Re: Open items**
> >
> > Andy,
> >
> > It is my understanding that your clients have filed a lawsuit regarding their investment. I think all future requests and responses should be routed through litigation counsel. I will await our counsel's direction regarding same.
> >
> > Thanks,
> >
> > Kyle

Get Outlook for Android

From: Andy Baker
Sent: Thursday, November 1, 5:19 PM
Subject: RE: Open items
To: Kyle Elam

Hi Kyle, thanks for all your help thus far.

Can you provide me with cash inflows and outflows for this week, any and all capital raise correspondence/documents (mentioned in the BOD meeting minutes or otherwise), any other documents/correspondence associated with the two liens you previously provided, and any other notes taken by directors in the 8/23 BOD meeting minutes? I will be following with a supplemental request list.

Best,
Andy

From: Kyle Elam <kyle@edengreen.com>
Sent: Sunday, October 28, 2018 7:48 PM
To: Andy Baker <Andy.Baker@riveron.com>
Cc: Tommy Wainscott <Tommy.Wainscott@riveron.com>
Subject: Re: Open items

Andy,

I hope you had a good weekend. The attached should close out your document requests.

Board Meeting MinutesThere are a variety of owner approvals that were authorized via written resolutions including but not limited to, issuance of shares, issuance of warrants, exercising of warrants, etc. Is there something specific you are looking for or a specific time frame?UK certificate of incorporationProduce certificate of incorporationFarma certificate of incorporationIPCO certificate of incorporationCary Pierce Endorsement Contract

Regards,

Kyle Elam

Steward, Finance

Eden Green Technology

214.315.0476

kyle@edengreen.com

edengreen.com

From: Andy Baker <Andy.Baker@riveron.com>
Sent: Friday, October 26, 2018 1:09 PM
To: Kyle Elam
Cc: Tommy Wainscott
Subject: RE: Open items

Thanks for the quick response.

Owners approvals is just anything significant approved by an owner outside of the BOD minutes.

On the last bullet, we wanted to see the day that each of the legal entity's were set up, either via articles of incorporation or something of the like.

Also, what is 1423 Holdings, LLC? I googled and came up with Carl Pierce.

From: Kyle Elam <kyle@edengreen.com>
Sent: Friday, October 26, 2018 1:00 PM
To: Andy Baker <Andy.Baker@riveron.com>
Cc: Tommy Wainscott <Tommy.Wainscott@riveronconsulting.com>
Subject: Re: Open items

See comments/questions in red below

Kyle Elam

Steward, Finance

Eden Green Technology

214.315.0476

kyle@edengreen.com

edengreen.com

From: Andy Baker <Andy.Baker@riveron.com>
Sent: Friday, October 26, 2018 12:42 PM
To: Kyle Elam
Cc: Tommy Wainscott
Subject: Open items

Hey Kyle, appreciate the time yesterday and for getting the majority of what we requested.

Below are our open requests (a few are new):

· 2018 Board of Director's meeting minutes - Waiting on same from counsel
· Any owner approvals not included in the minutes - Can you be more specific? not sure what you mean
· You mentioned that conversations / correspondence have been had with other customers besides Wal-Mart, can you email me (or we can swing by and pick up) those communications as well? - On the advice of counsel we will not provide communications
· All of the Wal-mart PO's (I believe we were only provided one) - The PDF I provided is 34 pages and includes all Walmart P.O.s, please review
Also in the 8 week rolling forward, the date column doesn't look right, can you take a quick look? Walmart issue P.O.s based on their retail calendar and by the week. The last two digits represent the week of the year according to Walmart's calendar. You can find Walmart's calendar via google search.
· Legal agreements - can you be more specific? not sure what you mean
· Eden Green Holdings UK, Ltd.
· Eden Green US & Caribbean Produce Holdings, Inc.
· Eden Farma Holdings Ltd.
· Eden Green Global Technologies

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